

Contract Tracking No. CM3511

PIGGYBACK AGREEMENT
PURSUANT TO NASSAU COUNTY PURCHASING POLICY

Piggyback Agreement InformationAgreement Name/Description: **Public Safety Communications**Lead Contracting Agency: **Sourcewell**Agreement No.: **#042021-MOT**Vendor/Awardee: **Motorola Solutions, Inc.**Original Award/Agreement Date: Awarded: 07/04/2021; Date of Agreement: 07/04/2021Original Term: Start: 07/04/2021; End: 06/23/2025

Modification No. _____: Start: _____; End: _____

Modification No. _____: Start: _____; End: _____

Modification No. _____: Start: _____; End: _____

THIS AGREEMENT is made and entered into by and between **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter called "County" and **MOTOROLA SOLUTIONS, INC.**, hereinafter called "Vendor".

WHEREAS, upon completion of a formal competitive solicitation and selection process, **SOURCEWELL** entered into an agreement, hereinafter referred to as "Piggyback Agreement", with Vendor to provide goods and services; and

WHEREAS, Section 1-141(d)(3) of the Nassau County Code of Ordinances, Purchasing Policy, allows piggybacking for the same commodity or service; and

WHEREAS, County desires to contract with Vendor under the terms of the Piggyback Agreement.

NOW, THEREFORE, the parties agree as follows:

SECTION 1. Recitals.

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. Prices, Parties and Additional Terms and Conditions.

2.1 Vendor shall be compensated in an amount not to exceed Two Hundred Seventy-Seven Thousand Dollars and 00/100 (\$277,000.00) in accordance with the Piggyback Agreement, attached hereto as Exhibit "A", and the Firm Priced Proposal, attached hereto as Exhibit "B", both of which are incorporated by this reference. Vendor shall honor for County the same prices under the same terms and conditions as contained in Exhibit "A" and Exhibit "B".

2.2 All references to the Lead Contracting Agency in Exhibit "A" shall for the purpose

Contract Tracking No. CM3511

of this Agreement be replaced with the words of "Nassau County" or "County."

2.3 Any additional terms or conditions not set forth in this Agreement or any attachments whether submitted purposely or inadvertently, shall have no force or effect. In the event of any conflict between the terms of this Agreement and the terms of the Piggyback Agreement or any attachments, the terms of this Agreement shall prevail.

SECTION 3. Term of Agreement.

3.1 Notwithstanding any other provision of the Piggyback Agreement to the contrary, the term of this Agreement shall begin upon the date fully executed and end on June 23, 2025.

SECTION 4. Termination for Default.

4.1 If the Vendor fails to perform any of its obligations under this Agreement, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Vendor, then the County may, without prejudice to any right or remedy the County may have, terminate this Agreement.

4.2 Upon termination of this Agreement, the Vendor shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; and (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 5. Termination for Convenience.

5.1 The County reserves the right to terminate this Agreement in whole or part by giving the Vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Vendor shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor. The Vendor shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 6. Public Records.

6.1 County is a public agency subject to Chapter 119, Florida Statutes. **IF VENDOR**

HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097. Under this Agreement, to the extent that Vendor is

providing services to County, and pursuant to section 119.0701, Florida Statutes, Vendor shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the Agreement if Vendor does not transfer the records to the public agency.
- d. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. A request to inspect or copy public records relating to a Nassau County Agreement must be made directly to the Nassau County Custodian of Public

Records. If Nassau County does not possess the requested records due to Vendor maintaining the public records, then Nassau County shall immediately notify Vendor of the request for records. Vendor must provide the records to Nassau County or allow the records to be inspected or copied within a reasonable time. If Vendor does not comply with Nassau County's request for records, Nassau County shall be entitled to enforce the Agreement provisions herein for failure to comply with the terms of the Agreement. Any Vendor which fails to provide public records to Nassau County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.

SECTION 7. E-Verify.

7.1 The Vendor shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of this Agreement to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under this Agreement), the Vendor shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

7.2 The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Agreement.

7.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Agreement and the County may treat a failure to comply as a material breach of the Agreement. If the County terminates the Agreement pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Agreement.

SECTION 8. Prompt Payment Act.

8.1 All payments shall be made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

SECTION 9. Notices.

9.1 All notices to County under this Agreement shall be deemed served if sent in a manner requiring signed receipt of delivery, such as Federal Express, or if mailed, Registered or Certified Mail, return receipt requested as follows:

Point of Contact: Derrick Lindsay, Chief Innovation Officer
Address: 96135 Nassau Place, Suite 7
Yulee, FL 32097
Telephone Number: 904-530-6050
E-mail Address: dlindsay@nassaucountyfl.com

SECTION 10. Fiscal Funding.

10.1 This Agreement is subject to the availability of County funding for each item and obligation and may be terminated without liability, penalty or further obligation other than payment of fees then due and owing.

SECTION 11. Independent Vendor Status.

11.1 The Vendor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Vendor or any of its agents or employees to be an agent, employee or representative of the County.

11.2 The Vendor and the County agree that during the term of this Agreement: (a) the Vendor has the right to perform services for others; (b) the Vendor has the right to perform the

Contract Tracking No. CM3511

services required by this Agreement; and (c) the Vendor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.

SECTION 12. Assignment.

12.1 The Vendor shall not assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the County.

SECTION 13. Compliance with Laws.

13.1 Vendor agrees to comply with all applicable federal, state and local laws, rules and regulations during the term of this Agreement.

SECTION 14. Governing Law and Venue.

14.1 This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida with Venue for any action brought in Nassau County, Florida.

SECTION 15. Severability.

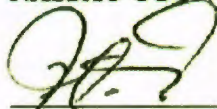
15.1 If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

[The remainder of this page left intentionally blank.]

Contract Tracking No. CM3511

IN WITNESS WHEREOF, the parties have executed this Agreement which shall be deemed an original on the day and year last written below.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**



By: Klynt A. Farmer

Its: Chair (or designee)

Date: 12-11-23

MOTOROLA SOLUTIONS, INC

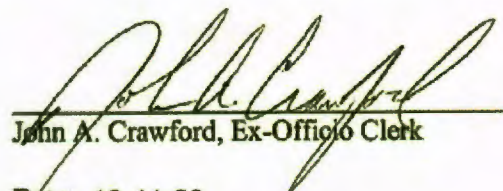


By: Michelle Poole

Its: Area Sales Manager

Date: 12-13-23

ATTEST TO CHAIR'S SIGNATURE



John A. Crawford, Ex-Officio Clerk

Date: 12-11-23

Approved as to form by County Attorney



Denise C. May, County Attorney

Date: 12/6/2023

EXHIBIT "A" PIGGYBACK AGREEMENT

042021-MOT



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.

Sourcwell 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 tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt 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 Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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 Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell 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 government-owned 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 Entities 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 the Trademark(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.

2. *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.

3. *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:

1. *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 Sourcwell 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 non-federal 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 Sourcwell 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

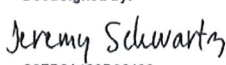
042021-MOT

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

DocuSigned by:

C0FD2A139D06489...

By: _____

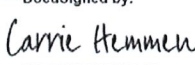
Jeremy Schwartz

Title: Chief Procurement Officer

7/3/2021 | 8:47 AM CDT

Date: _____

Motorola Solutions, Inc.

DocuSigned by:

BCC52DFA8464445...

By: _____


Carrie Hemmen

Title: MSSSI Territory Vice President &
Director of Sales

7/2/2021 | 3:56 PM CDT

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.	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
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, 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.	<p>You can find our Quarterly Earning and other financial information at https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx.</p> <p>Motorola Solutions Annual reports from 2010 to the present can be found here: http://investors.motorolasolutions.com/AnnualReports</p>
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	<p>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.</p> <p>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.</p> <p>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</p>

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:

1. CET certification, Associates Degree in Electronics Engineering Technology, or equivalent
2. Motorola R56 Certification
3. 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	<p>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.</p>	<p>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.</p> <p>Motorola tracks the following training and certifications for the staff tasked with supporting our Public Safety infrastructure in the field:</p> <p>Training Classes to Track:</p> <ul style="list-style-type: none"> 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 <p>CompTIA Certifications:</p> <ul style="list-style-type: none"> CompTIA Network+ CompTIA Security+ <p>ETA Certifications:</p> <ul style="list-style-type: none"> 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 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 (RAD) <p>RF Signal Investigation Techniques (RFSIT)</p> <ul style="list-style-type: none"> T1 Link Verification (T1LV) Telecommunications (TCM) Wireless (USMSS/TRN/WCN) Wireless Network Technician (WNT)
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>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.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Company:</p> <p>Around the world, Motorola Solutions has been consistently recognized for our technology leadership and business strength.</p> <p>Fortune World's Most Admired Companies, Network and Other Communications Equipment, 2021</p> <p>The Wall Street Journal Management Top 250, No. 108, 2020</p> <p>Bloomberg 50 Companies to Watch in 2020, 2019</p> <p>Government Technology GovTech 100, 2021</p> <p>Employer:</p> <p>We've been consistently recognized for our commitment to inclusion and diversity, as well as providing fair working conditions for our employees.</p> <p>Forbes America's Best Large Employers, 2021</p> <p>FlexJobs Top 100 Companies to Watch for Remote Jobs, 2021</p> <p>Built In 100 Best Large Companies to Work For, 2021</p> <p>Built In Chicago 100 Best Places to Work in Chicago, 2021</p> <p>Human Rights Campaign Corporate Equality Index, 2021</p> <p>ComputerWorld Best Places to Work in IT, 2020</p> <p>Fast Company's 100 Best Workplaces for Innovators, 2020</p> <p>Forbes America's Best Employers for Diversity, 2020</p> <p>Disability Equality Index Best Places to Work, 2020</p> <p>Bloomberg Gender Equality Index, 2019</p> <p>WayUp Top 100 U.S. Internship Programs, 2019</p> <p>Corporate Responsibility:</p> <p>We've been recognized for our leadership in corporate responsibility, including programs focused on the environment, governance, supply chain and community commitment.</p> <p>Barron's 100 Most Sustainable Companies, No. 19, 2020</p> <p>Newsweek America's Most Responsible Companies, 2021</p> <p>The Wall Street Journal Top 100 Most Sustainably Managed Companies in the World, No. 27, 2020</p> <p>Innovation:</p> <p>Our products and solutions are consistently recognized for excellence in design. To date, we've earned more than 90 awards for distinction in innovation.</p> <p>Fast Company's Most Creative People in Business 2020, Paul Steinberg for APX NEXT</p> <p>APX NEXT digital launch named as a finalist in Fast Company's Innovation by Design Awards User Experience Category, 2020</p> <p>iF Design Award, 20 awards since 2009</p> <p>Red Dot Design Award, 19 awards since 2008</p> <p>Australia Good Design Award, 19 awards since 2009</p> <p>Japan Good Design Award, 3 awards since 2014</p> <p>International Design Excellence Awards, 14 awards since 1996</p> <p>Chicago Athenaeum Good Design Awards, 5 awards since 2014</p> <p>https://www.motorolasolutions.com/en_us/about/company-overview/recognition.html</p>

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, 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 "
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 Sourcwell 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.

Line Item	Question	Response *	
23	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.	*
24	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.	*
25	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	*
26	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.	<p>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.</p> <p>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.</p> <p>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.</p> <p>The CMSO coordinates with the field service organization that will serve the Customer locally.</p> <p>Customer Support Manager</p>	

		<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> • 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. <p>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.</p> <p>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.</p> <p>We have also included the Mission Critical Operations white paper in our attachments for additional information.</p> <p>Response Times Response Times vary depending on the product or system in question, but are in line with the requirements of our customer's expectations.</p>
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 care 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 is 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.	<p>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.</p> <p>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.</p>
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 described in the RFP, the template Contract, and the Sourcwell 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 Sourcwell discounted price) on all of the items that you want Sourcwell 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 Sourcwell 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
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	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.	<p>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.</p> <p>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.</p> <p>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.</p>
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.	<p>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.</p> <p>Land Mobile Radio Systems, Solutions, and Services 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</p>
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 Breadth 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	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes. We partner with Mach Alert to provide Fire Station Alerting solutions.
68	Connectivity and interoperability devices, hardware and equipment	<input checked="" type="radio"/> Yes <input type="radio"/> 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	<input type="radio"/> Yes <input checked="" type="radio"/> No	No.
70	Services related to lines 67, 68 and 69 above	<input checked="" type="radio"/> Yes <input type="radio"/> 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.)	<p>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.</p> <p>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.</p>
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.
5. 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.
8. 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: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

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	<input checked="" type="checkbox"/>	1
Addendum_7_PS_Communications_Tech_RFP_042021 Mon April 12 2021 06:55 PM	<input checked="" type="checkbox"/>	1
Addendum_6_PS_Communications_Tech_RFP_042021 Wed April 7 2021 06:45 PM	<input checked="" type="checkbox"/>	1
Addendum_5_PS_Communications_Tech_RFP_042021 Mon April 5 2021 08:18 PM	<input checked="" type="checkbox"/>	1
Addendum_4_PS_Communications_Tech_RFP_042021 Thu April 1 2021 03:59 PM	<input checked="" type="checkbox"/>	1
Addendum_3_PS_Communications_Tech_RFP_042021 Thu March 25 2021 08:23 AM	<input checked="" type="checkbox"/>	1
Addendum_2_PS_Communications_Tech_RFP_042021 Mon March 8 2021 01:20 PM	<input checked="" type="checkbox"/>	2
Addendum_1_PS_Communications_Tech_RFP_042021 Fri March 5 2021 12:57 PM	<input checked="" type="checkbox"/>	2



RFP #051321
REQUEST FOR PROPOSALS
for
Public Safety Software

Proposal Due Date: May 13, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Public Safety Software 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 May 13, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	March 25, 2021
Pre-proposal Conference:	April 15, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	May 6, 2021, 4:30 p.m., Central Time
Proposal Due Date:	May 13, 2021, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	May 13, 2021, 6:30 p.m., Central Time **

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

I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. SOURCEWELL

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): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

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. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

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 Software, including standalone software, Software as a Service (SaaS) platforms, or cloud-based solutions, designed or primarily intended for use by law enforcement, fire/rescue, EMS, and emergency management agencies and personnel, such as:

- a. Computer Aided Dispatch (CAD);
 - b. Records Management Software (RMS);
 - c. Learning Management Software (LMS);
 - d. Situational awareness and information management systems;
 - e. Incident command, logging recorder, and evidence, ticketing, or citation management systems;
 - f. Scheduling, workforce management, and billing systems;
 - g. Application-based alerting or paging systems;
 - h. Personnel, non-fleet asset, resource, and controlled substance tracking or location solutions; and,
 - i. Services related to the offering of the solutions described in Sections 1. a. – h. above, including installation, training, maintenance, integration, support, data analytics, and customization.
2. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
- a. Fleet Management Services (RFP #060618);
 - b. Unified Communications, Contact Center, and Related Services, Equipment, and Applications (RFP #022719);
 - c. Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories (RFP #080119);
 - d. Technology Catalog Solutions (RFP #081419);
 - e. Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories (RFP #010720);
 - f. Public Sector and Education Administration Software Solutions with Related Services (RFP #090320);
 - g. Fleet Management Technologies with Related Software Solutions (RFP #020221);
 - h. Facility Security Systems, Equipment, and Software with Related Services (RFP #030421); and,
 - i. Public Safety Communications Technology and Hardware Solutions (RFP #042021).

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. REQUIREMENTS

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. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. 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. New Equipment and Products. 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. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. 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. PRICING

A. REQUIREMENTS

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 (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.

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. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

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 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. GENERAL PROPOSAL REQUIREMENTS

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. PROPOSAL WITHDRAWAL

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

G. OPENING

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. RIGHTS RESERVED

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.



4/7/2021

Addendum No. 1

Solicitation Number: RFP 051321

Solicitation Name: Public Safety Software

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 RFP refers to the Admin Fee as 1 percent to 2 percent. Is it the vendor discretion whether it is 1 percent or is it 2 percent?

Answer 1:

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

Question 2:

If a product is ordered under an awarded contract within the period of performance, can the performance of the services extend past the contract end date?

Answer 2:

Refer to template contract Section 6. A. – Orders and Payment, "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."

Question 3:

Are there specific guidelines for travel rate pricing to be used when proposing in person training?

Answer 3:

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with its business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 4:

The template contract refers to licenses in Section 19. B. Is it accurate to say that while Sourcewell does not require us to obtain business licenses for local governments, that a government entity may require us to do that as a condition of using the Sourcewell contract?

Answer 4:

Yes.

End of Addendum

Acknowledgement of this Addendum to RFP 051321 posted to the Sourcewell Procurement Portal on 4/7/2021, is required at the time of proposal submittal.



4/8/2021

Addendum No. 2

Solicitation Number: RFP 051321

Solicitation Name: Public Safety Software

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

Question 1:

Is it permissible to add subcontractors in the future or must they be declared during bid submission? We currently do not use subcontractors but may in the future if the demand for our product increases.

Answer 1:

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. If a proposer may require the use of subcontractors, reference should be made 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."

In addition, refer generally to template contract Section 2. C. – Dealers, Distributors, and/or Resellers, for the manner in which an awarded supplier provides sales or service provider updates during the contract term.

End of Addendum

Acknowledgement of this Addendum to RFP 051321 posted to the Sourcewell Procurement Portal on 4/8/2021, is required at the time of proposal submittal.



4/9/2021

Addendum No. 3

Solicitation Number: RFP 051321

Solicitation Name: Public Safety Software

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

Question 1:

Is it permissible to include multiple pricing sheets as part of the response? Pricing models for the U.S. and Canada are typically different.

Answer 1:

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 051321 posted to the Sourcewell Procurement Portal on 4/9/2021, is required at the time of proposal submittal.



4/15/2021

Addendum No. 4

Solicitation Number: RFP 051321

Solicitation Name: Public Safety Software

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

Question 1:

We are planning to upload multiple documents for our software products to better present our offerings. Is that acceptable?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the Proposer's discretion to determine the information necessary to best describe the offered products and services and satisfy all requirements of the RFP and the Portal questionnaire tables. Proposals are evaluated on the content submitted.

Question 2:

In Questionnaire Table 5, what does "Top 5" mean? Is this top 5 in terms of population size? Dollar amount of contract? Longest standing customers?

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their past marketplace success and their ability to serve Sourcewell participating entities. Proposals are evaluated based on the criteria stated in the RFP.

Question 3:

We have reseller partnerships, however, we don't intend to involve them in sales through the Sourcewell contract, if awarded. Do we still need to disclose these reseller partnerships in our RFP response?

Answer 3:

It is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell participating entities.

Question 4:

Some of our products require software to be installed as a pre-requisite to use of our products. Our company is not involved in the sale, acquisition or maintenance of this software, and we have found that the majority of our customers already have this software in place. Is it acceptable in our RFP response to simply state this fact? Or does the cost of that item need to be handled in another way? If so, how?

Answer 4:

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 5:

Our company is currently building products that are not yet ready for market, but they will be before this Sourcewell contract expires. When these products become available, is it possible to add them to an awarded contract through an amendment?

Answer 5:

Refer to the Sourcewell contract template, Section 4 – Product and Pricing Change Requests.

End of Addendum

Acknowledgement of this Addendum to RFP 051321 posted to the Sourcewell Procurement Portal on 4/15/2021, is required at the time of proposal submittal.



4/16/2021

Addendum No. 5

Solicitation Number: RFP 051321

Solicitation Name: Public Safety Software

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

Question 1:

Can a Sourcewell awarded contract accommodate a methodology wherein a contract containing T&Cs or attachments is entered into with the Participating Entity at the time of an order?

Answer 1:

Refer to Sourcewell template contract Article 6 – Participating Entity Use and Purchasing, for additional detail on transaction process and documentation. A request for modification to the Sourcewell contract template may only be submitted with a proposal. To request a modification to the template Contract terms, conditions, or specifications, a Proposer may complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 in the proposal submission process.

Note also that each proposer, in its discretion, will determine the information or supporting documentation necessary to best reflect the proposer's order and service processes, as applicable, and to satisfy all requirements included in the questionnaire tables.

End of Addendum

Acknowledgement of this Addendum to RFP 051321 posted to the Sourcewell Procurement Portal on 4/16/2021, is required at the time of proposal submittal.



4/20/2021

Addendum No. 6
Solicitation Number: RFP 051321
Solicitation Name: Public Safety Software

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 there be other public safety software RFPs in the future that are outside the scope of the current RFP?

Answer 1:

The potential for a future solicitation for public safety software with a different description of requested equipment, products, and services is currently undetermined.

Question 2:

Is it possible for vendors to revise their ceiling pricing after award since software business modes change over time?

Answer 2:

For guidance on the process for pricing changes during the contract term refer to Section 4. – Product and Pricing Change Requests in the Sourcewell template contract.

Question 3:

Will there be other public safety software RFPs within the next 4 years and, if so, when?

Answer 3:

Currently undetermined, but typically, Sourcewell would not solicit for solutions within the same requested equipment, products, or services, until just prior to the end of the term of awarded contracts.

Question 4:

How do we mark an answer as confidential in the upload process?

Answer 4:

Refer to RFP Section VI. E. – Disposition of Proposals, for additional guidance on the treatment of materials submitted in response to the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 051321 posted to the Sourcwell Procurement Portal on 4/20/2021, is required at the time of proposal submittal.



4/26/2021

Addendum No. 7

Solicitation Number: RFP 051321

Solicitation Name: Public Safety Software

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 be providing a template to use for the quarterly Sales Activity Report, and is it based on invoicing, PO or payment?

Answer 1:

Refer generally to template contract Section 8. A. – Contract Sales Activity Report, for the description of required content in the Report. A representative of the Sourcewell Supplier Development team will work directly with awarded vendors on the process for completion and submission of required reporting.

Question 2:

Will the awarded vendor be initiating the annual business review?

Answer 2:

A representative of the Sourcewell Supplier Development team will work directly with awarded vendors on the annual business review process during the term of the contract.

Question 3:

Is there a payment schedule for administrative fees, and where should payment for administrative fees be sent?

Answer 3:

Refer to template contract Section 8. B. – Administrative Fee, for the administrative fee due dates and remittance instructions. Administrative fee "[p]ayments must be received

no later than 45 calendar days after the end of each calendar quarter." Payments are to be mailed to the Sourcewell address, "Attn: Accounts Receivable", or remitted electronically to Sourcewell's banking institution.

End of Addendum

Acknowledgement of this Addendum to RFP 051321 posted to the Sourcewell Procurement Portal on 4/26/2021, is required at the time of proposal submittal.



4/28/2021

Addendum No. 8

Solicitation Number: RFP 051321

Solicitation Name: Public Safety Software

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

Question 1:

If a product was submitted in a prior Sourcewell proposal as part of a system, can that same product be proposed again if it is required as part of the new offering?

Answer 1:

The Sourcewell RFP is an open and competitive solicitation process, and each RFP is an opportunity independent of any other prior, current, or future RFP. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation and each Proposal will be evaluated based on the criteria stated in the RFP.

Question 2:

Will the vendor RFP Response be excluded if the contract terms are only made available to the US market?

Answer 2:

A proposer is not required to serve every geographic region to be considered for award. Each proposal is evaluated based on the criteria stated in the RFP.

Question 3:

What is the estimate of the number of people that would be served by the LMS portion of this RFP?

Answer 3:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications, finite quantities, or pre-determined locations. Sourcewell participating entities include thousands of public agencies located in the United States and Canada. There is no estimate of volume by software segment.

End of Addendum

Acknowledgement of this Addendum to RFP 051321 posted to the Sourcewell Procurement Portal on 4/28/2021, is required at the time of proposal submittal.



5/3/2021

Addendum No. 9

Solicitation Number: RFP 051321

Solicitation Name: Public Safety Software

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

Question 1:

Regarding section 4 (Product & Pricing Changes Requests) of the contract template, is cost of living an acceptable reason for a price increase?

Answer 1:

Sourcewell does not pre-evaluate the justification for a pricing change while a solicitation is pending. An awarded vendor may request a pricing change during the contract term as described in template contract section 4.

Question 2:

Section 8.B (Administrative Fee) of the contract template states that the Vendor must pay the fee no later than 45 calendar days after the end of each calendar quarter. If the Participating Entity pays on 45-day terms, and therefore the vendor has not yet received payment by that time, may the payment be deferred until the next period (as the sale is not legally complete)?

Answer 2:

Refer to template contract Section 8 – Report on Contract Sales Activity and Administrative Fee Payment, for additional details on the required sales activity report, the required report fields, and the process for remittance of administrative fees. A request for modification to the Sourcewell contract template may only be submitted with a proposal. To request a modification to the template contract terms, conditions, or specifications, a proposer may complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 in the proposal submission process.

Question 3:

Regarding section 13 (Intellectual Property, Publicity, Marketing, & Endorsement) of the contract template, there is no reference to software subscriptions or software licensing even though it is a software solicitation. Would Sourcewell like to provide standard additional language?

Answer 3:

Sourcewell does not plan a revision to the contract template. It is left to the proposer's discretion to determine the proposal content (including necessary or relevant supporting documentation) that best aligns with proposer's offerings and conforms to the guidance in the RFP and the Sourcewell Procurement Portal. Proposals will be evaluated based on the criteria stated in the RFP.

Question 4:

Regarding 18.3 (Commercial Automobile Liability Insurance) of the contract template, may this requirement be waived where it is not applicable?

Answer 4:

This topic is addressed by the Frequently Asked Questions guide posted to the "Bids Homepage" of the Sourcewell Procurement Portal

End of Addendum

Acknowledgement of this Addendum to RFP 051321 posted to the Sourcewell Procurement Portal on 5/3/2021, is required at the time of proposal submittal.



5/5/2021

Addendum No. 10

Solicitation Number: RFP 051321

Solicitation Name: Public Safety Software

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

Question 1:

Is it assumed that the person logged into the portal completing the Proposer's affidavit in Step 3, is the person with authority to sign on behalf of the vendor? Or, is the affidavit merely identifying whom within the company has the authority to sign on behalf of the vendor?

Answer 1:

Refer to Step 1 - Table 1, Question 4, and the contents of the Proposer's Affidavit in Step 3. A Proposer's authorized representative is to be identified in Question 4, and must execute or direct the execution of the Affidavit and the submittal of the Proposal.

End of Addendum

Acknowledgement of this Addendum to RFP 051321 posted to the Sourcewell Procurement Portal on 5/5/2021, is required at the time of proposal submittal.



5/6/2021

Addendum No. 11

Solicitation Number: RFP 051321

Solicitation Name: Public Safety Software

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 size or amount of end users for this bid is not established, so preparing a pricing proposal is a bit difficult. Do you have any helpful suggestions, could we estimate for a sample group of fifty users and project from that sample upwards?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies the requirements of RFP. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

Please provide further information on the process by which each submission will be scored and evaluated. Will there be a matrix to sort by type of product proposed?

Answer 2:

Refer to RFP Article VI. – Evaluation and Award, for additional detail on the evaluation process. Proposal evaluation will be based on the scoring criteria identified in the RFP, and the Sourcewell Evaluator Scoring Guide, which is available for viewing or download on the homepage of the Sourcewell Procurement Portal.

Question 3:

Is there a pricing template that will be provided to complete?

Answer 3:

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal, and all relevant information should be included in the proposal (RFP Section II., G.) It is left to the discretion of each proposer to determine the method it deems best suited to submit its relevant information in a timely fashion through the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP 051321 posted to the Sourcewell Procurement Portal on 5/6/2021, is required at the time of proposal submittal.



The New York State Contract Reporter

This document printed
Thursday, 03/25/2021

*NYS' official source of contracting opportunities
Bringing business and government together*

Contracting Opportunity

* * * This ad has not been published. It has been reviewed and pending publication. * * *

Title: Public Safety Software

Agency: Sourcewell

Division: Procurement Department

Contract Number: 051321

Contract Term: 4 years, with potential 1 year extension

Date of Issue: 03/26/2021

Due Date/Time: 05/13/2021 4:30 PM
Central Time

County(ies): All NYS counties

Classification: Safety & Security - *Commodities*

Opportunity Type: General

Entered By: Chris Robinson


Description: Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Public Safety Software 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 May 13, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Contact Information

Primary contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
rfp@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
rfp@sourcewell-mn.gov



© 2021, Empire State Development <http://www.esd.ny.gov/>

AFFIDAVIT OF PUBLICATION



DJC OREGON

11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Nick Bjork**, being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

Public Safety Software

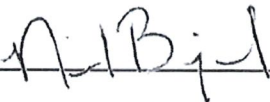
Sourcewell; Bid Location Staples, MN, Todd County; Due 05/13/2021 at 04:30 AM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:


3/26/2021

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 26th DAY OF March, 2021

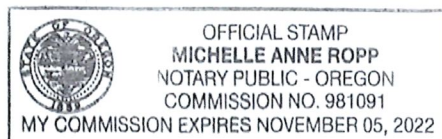


Nick Bjork



Michelle Anne Ropp

Notary Public-State of Oregon



SOURCEWELL
PUBLIC SAFETY SOFTWARE
Proposals due 4:30 pm, May 13, 2021
REQUEST FOR PROPOSALS
Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Public Safety Software 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://portal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than May 13, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.
Published May 26, 2021. 11984295

Carol Jackson
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 11984295
Client Reference No:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for **Public Safety Software** 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 May 13, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

STATE OF OKLAHOMA, } ss.
COUNTY OF OKLAHOMA

Affidavit of Publication

Bryan Miller, of lawful age, being first duly sworn, upon oath deposes and says that she/he is the Classified Legal Notice Admin, of GateHouse Media Oklahoma Holdings, Inc, a corporation, which is the publisher of The Oklahoman which is a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; that said newspaper has been continuously and uninterruptedly published in said county and state for a period of more than one hundred and four consecutive weeks next prior to the first publication of the notice attached hereto, and that said notice was published in the following issues of said newspaper, namely:

SOURCEWELL
103734

AdNumber	Publication	Page	Date
0000632412-01	OC- The Oklahoman	B10	03/25/2021
0000632412-01	OC- The Oklahoman	B10	04/01/2021

Bryan Miller
Agent: Bryan Miller

Date: 04/02/2021

Subscribed and sworn to be me before this date : 04/02/2021

Terri Roberts
Notary: Terri Roberts

Date: 04/02/2021





Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star

Miami Herald/el Nuevo Herald
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star Telegram
The State - Columbia

Sun Herald - Biloxi
Sun News - Myrtle Beach
The News Tribune - Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
34474	31130	Print Legal Ad - IPL0015902		\$143.77	2	1.02

Attention: Carol Jackson

SOURCEWELL
PO BOX 219
STAPLES, MN 56479

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for **Public Safety Software** 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://portal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than May 13, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.
IPL0015902
Mar 25 2021

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

No. of Insertions: 1

Beginning Issue of: 03/25/2021

Ending Issue of: 03/25/2021

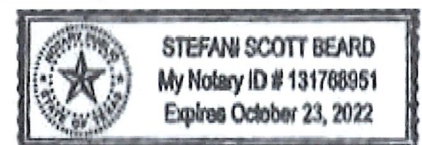
Tara Pennington

Tara Pennington

Sworn to and subscribed before me this 14th day of April in the year of 2021

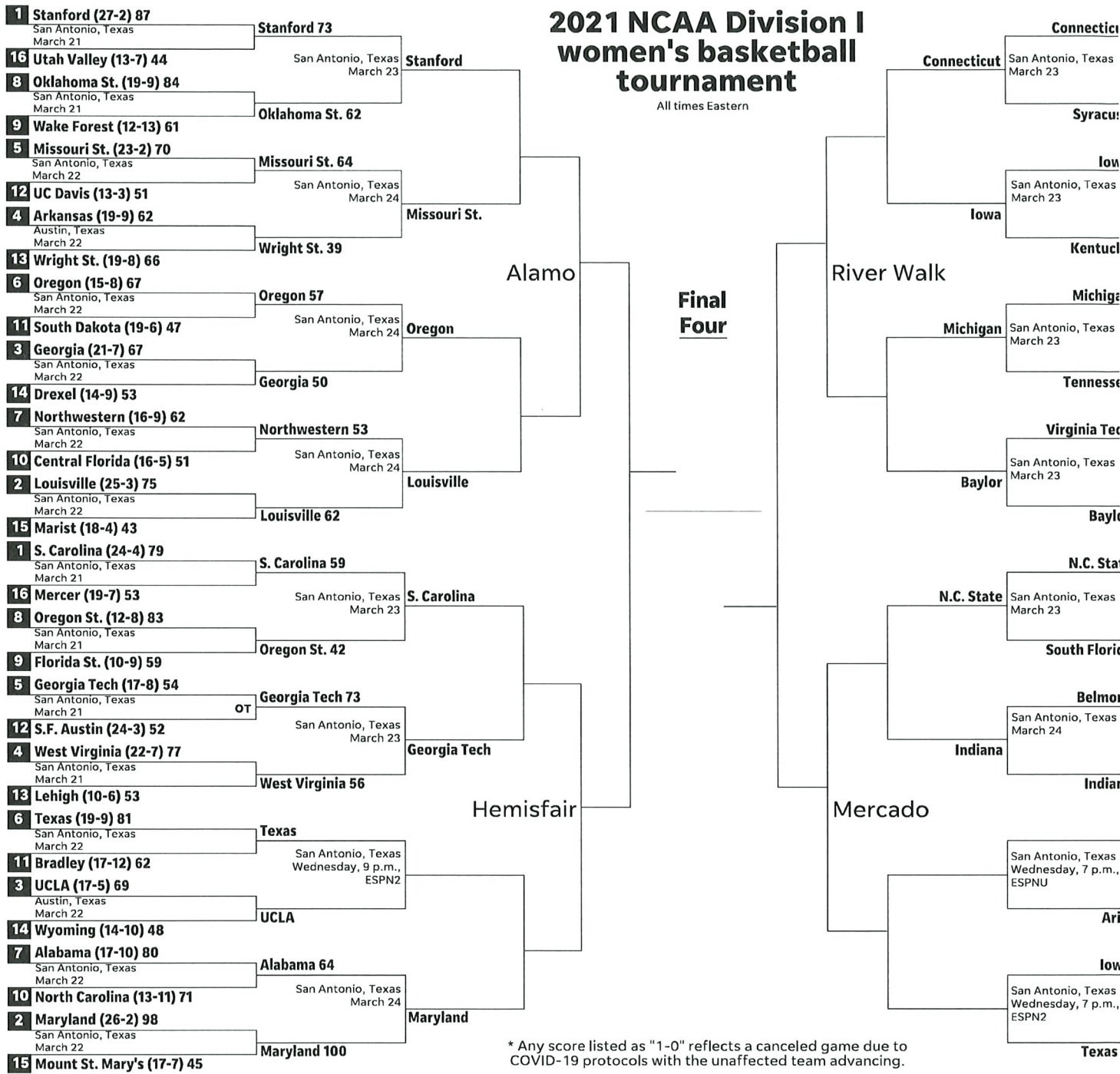
Stefani Beard

Notary Public in and for the state of Texas, residing in Dallas County



Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



Source: USA TODAY Sports

FOR THE RECORD

All times ET

NHL

East

	GP	W	L	OT	Pts	GF	GA
N.Y. Islanders	33	21	8	4	46	98	73
Washington	31	20	7	4	44	106	92
Pittsburgh	32	19	11	2	40	100	88
Boston	28	16	8	4	36	77	66
Philadelphia	31	15	12	4	34	97	111
N.Y. Rangers	31	14	13	4	32	94	82
New Jersey	30	12	14	4	28	75	93

Edmonton at Toronto, 7 p.m.
N.Y. Islanders at Pittsburgh, 7 p.m.
Tampa Bay at Carolina, 7 p.m.
Florida at Dallas, 8 p.m.
Nashville at Chicago, 8 p.m.
San Jose at Arizona, 10 p.m.
Winnipeg at Calgary, 10 p.m.

NBA

EASTERN CONFERENCE
Atlantic

W L Pct GR

Friday's Games

Brooklyn at Detroit, 7 p.m.
Boston at Milwaukee, 7:30 p.m.
Phoenix at Toronto, 7:30 p.m.
Denver at New Orleans, 8 p.m.
Houston at Minnesota, 8 p.m.
Miami at Charlotte, 8 p.m.
Portland at Orlando, 8 p.m.
Indiana at Dallas, 8:30 p.m.
Memphis at Utah, 9 p.m.
Atlanta at Golden State, 10 p.m.
Cleveland at L.A. Lakers, 10:30 p.m.
Saturday's Games
Detroit at Washington, 8 p.m.

Sports Weekly

We survey the first two rounds of the NCAA men's basketball tournament, full of dancing by the familiar (Gonzaga, Syracuse, Loyola Chicago) and unfamiliar (Oral Roberts). Also, we remember the scoring

ODDS SPONSO



For
ana

Visit BetMGM.com fo

NOTICES

PUBLIC NOTICE

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for **Public Safety Software** 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://portal.sourcewell-mn.gov>.

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than May 13, 2021, at 4:30pm Central Time, and late proposals will not be considered.

Opportunity Notice
Public Safety Software

Category: Services

potential vendors (bidders) may view the bid package here.

Opportunity Information

Organization:	Saskatchewan
Organization Address:	
Reference Number:	RFP051321
Solicitation Number:	RFP051321
Solicitation Type:	Request for Proposal
Posting (MM/dd/yyyy):	03/26/2021
Closing (MM/dd/yyyy):	05/13/2021
Last Update (MM/dd/yyyy):	03/25/2021
Agreement Type:	NWPTA and CFTA and CETA
Region of Opportunity:	
Region of Delivery:	Saskatchewan
Opportunity Type:	
Commodity Codes	



Response Submission:

Response Contact:

Response Specifics:

Opportunity Description:

The competition detail and documents are currently available at <https://sasktenders.ca/Content/Public/Search.aspx?CompetitionNumber=RFP051321>

The Saskatchewan Association of Rural Municipalities (SARM) has established a purchasing relationship with Sourcewell, based in Staples Minnesota, through the Rural Municipalities of Alberta (RMA). The relationship is intended to provide access to selected Sourcewell openly competed for contracts, to RMA's represented associations, which include SARM and its members, the 296 rural municipalities of Saskatchewan. SARM's members are listed here: <http://sarm.ca/about/members-map>

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for PUBLIC SAFETY SOFTWARE 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 <http://portal.sourcewell-mn.gov>.

This opportunity is subject to copyright. Please contact the originating Jurisdiction for more information.

Origin System URL:

<https://sasktenders.ca>

APC "Opportunity Notices" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

© APC - All rights reserved. No part of the information contained in this Web Site may be reproduced, stored in a retrieval system or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise without the prior written permission of the Manager, Centre of Expertise via: SA.APCRequests@ov.ab.ca. Her Majesty the Queen in right of Alberta and the Alberta public sector entities that use APC are not responsible or liable for the accuracy of the information contained in the publication. It is the responsibility of interested parties to review the opportunity posting for changes or updates prior to the opportunity closing date/time.



OPEN

Public Safety Software

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Public Safety Software 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://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than May 13, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Important Dates

Pre-Proposal Conference:
April 15, 2021 at 10:00 am CDT

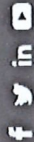
Proposals Due:
May 13, 2021 at 4:30 pm CDT

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

[Sourcewell Procurement Portal](#)



[About](#) [Compliance & Legal](#) [Solicitations](#) [Careers](#) [Contact](#)



[Sourcewell for Vendors](#)

[Terms & Conditions](#) [Privacy Policy](#) [Sitemap](#) [Accessibility](#)

© 2021 Sourcewell. All rights reserved.



View Details

Click here to return to the Sourcewell Procurement Portal home page.

[Bids Homepage](#) [Find more bids](#) [Create Account](#) [Login](#)

Bid Details

Bid Classification:

Bid Type:

Bid Number:

Bid Name:

Bid Status:

Bid Closing Date:

Question Deadline:

Time-frame for delivery or the duration of the contract:

Negotiation Type:

Condition for Participation:

Electronic Auctions:

Language for Bid Submissions:

Submission Type:

Submission Address:

Public Opening:

Description:

Goods

RFP - General

RFP 051321

Public Safety Software

Open

Thu May 13, 2021 4:30:00 PM (CDT)

Thu May 6, 2021 4:30:00 PM (CDT)

Refer to project document

Refer to project document

Refer to project document

Not Applicable

English unless specified in the bid document

Online Submissions Only

Online Submissions Only

No

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Public Safety Software 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://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than May 13, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Bid Document Access:

Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.

Categories:

Show Categories [+]

[Submit a Question](#)

[Register for this Bid](#)

[Download Bid Documents](#)

Bidding

Type1 Bid Notice Only

Publish /Verify Contents

Save as Template

Solicitation Setting

- ✓ Invite Bidders No
- ✓ Evaluate Response online No
- ✓ Internal Approval No
- ✓ Enable Collaboration with other Users No

Solicitation Details

Mandatory Information

Solicitation Type	RFP	Solicitation Number	051321
Solicitation Name	Public Safety Software	Procurement Type	Goods , Services
Country & Province/State	Canada / Ontario	Published By	Sourcwell
Accept Questions	Not Applicable		

Internal Information (For Internal Use Only)

Procurement Title/Project Name 051321 Public Safety Software

Advertisement

Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	\$320,000,000.00
Publish Date	03/25/2021	Closing Date & Time	05/13/2021 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

Selected Categories

Business Services/ Supplies

Security Services / Supplies

Access control systems, security guards, guard dogs, home alarms, locksmiths, Private Investigation services, tracing services, armored services, guns, security software, barcode scanners, parking meters equipment, ID Systems, radar, CCTV, confidential shredding of documents, etc firearms, ammunitions, magazines, holsters, crowd control / portable gates etc.



Solicitation Overview



Public Safety Software

051321

Closing Date: 05/13/2021 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Public Safety Software 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://portal.sourcwell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than May 13, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Notice

Basic Information

Estimated Contract Value (CAD) \$320,000,000.00 (Not shown to suppliers)
Reference Number 0000195781
Issuing Organization Sourcewell
Owner Organization
Solicitation Type RFP - Request for Proposal (Formal)
Solicitation Number 051321
Title Public Safety Software
Source ID PP.CO.USA.868485

Details

Location All of Canada, All of Canada
Purchase Type Duration:4 years
Description Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Public Safety Software 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 May 13, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication Manual publication
Question Acceptance Deadline 2021/05/06 05:30:00 PM EDT
Questions are submitted online Yes
Bid Intent Not Available
Closing Date 2021/05/13 05:30:00 PM EDT

Prebid Conference 2021/04/15 11:00:00 AM EDT

Contact Information

Procurement Department
 218-894-1930
rfp@sourcewell-mn.gov

Pre-Bidding Events

Event Type Prebid Conference
Attendance Recommended
Event date 2021/04/15 11:00:00 AM EDT
Location Online Conference
Event Note Login information will be emailed two business days prior to the event.

Bid Submission Process

Bid Submission Type Electronic Bid Submission
Pricing In attached document
Pricing In attached document
Bid Documents List

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

Categories

Selected Categories

GSIN Category (1)	
G	Goods Goods
N70	General Purpose Automatic Data Processing Equipment (Including Firmware), Software, Supplies And Support Equipment General Purpose Automatic Data Processing Equipment (Including Firmware), Software, Supplies And Support Equipment
N7000	GENERAL PURPOSE AUTOMATIC DATA PROCESSING EQUIPMENT (INCLUDING FIRMWARE), SOFTWARE, SUPPLIES AND SUPPORT EQUIPMENT General purpose ADPE, including firmware, software, supplies andsupport equipment
MERX Category (1)	
G	Goods Goods
G8	EDP Hardware and Software EDP Hardware and Software
UNSPSC Categories (5)	
92000000	National Defense and Public Order and Security and Safety Services
92100000	Public order and safety
92101500	Police services
92101600	Fire services
92101700	Jail and prison system
92101800	Court system
92101900	Rescue services



Proposal Opening Record

Date of opening: May 13, 2021

Sourcewell posted Request for Proposal #051321, for the procurement of Public Safety Software, on the Sourcewell Procurement Portal [portal.sourcewell-mn.gov] on Thursday, March 25, 2021, and the solicitation remained in an open status within the portal until May 13, 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 May 13, 2021, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #051321 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:

- Acivilate, Inc. - Submitted 5/13/21 at 12:03:37 PM
- Active911, Inc. - Submitted 5/12/21 at 5:46:15 PM
- Apex OmniSource, LLC - Submitted 5/13/21 at 2:24:14 PM
- BackDraft OpCo, LLC - Submitted 5/12/21 at 5:05:23 PM
- Benchmark Solutions, LLC - Submitted 5/07/21 at 6:29:17 PM
- CentralSquare Technologies - Submitted 5/13/21 at 9:15:26 AM
- Codex Corporation - Submitted 5/11/21 at 3:37:06 PM
- Colossus, Incorporated - Submitted 5/12/21 at 2:31:11 PM
- CrisisGo - Submitted 5/06/21 at 6:38:12 PM
- Deccan International - Submitted 5/12/21 at 1:17:51 PM
- Emergensys Solutions, Inc. - Submitted 5/13/21 at 3:04:14 PM
- Emergent Health Care Solutions, LLC - Submitted 5/13/21 at 10:45:45 AM
- EMS Technology Solutions, LLC - Submitted 5/13/21 at 11:43:27 AM
- Envisage Technologies - Submitted 5/13/21 at 2:35:56 PM
- Genasys, Inc. - Submitted 5/13/21 at 12:47:29 PM
- GenCore Candeo, Ltd. dba The Genesis Group - Submitted 5/10/21 at 4:03:16 PM
- GovConnection, Inc. - Submitted 5/12/21 at 1:12:14 PM
- HydeInfoTech - Submitted 5/13/21 at 10:28:37 AM
- In Force Technology - Submitted 5/07/21 at 8:55:17 AM
- International Projects Consultancy Services (IPCS), Inc. - Submitted 5/12/21 at 12:28:20 PM
- International Public Safety Data Institute - Submitted 5/13/21 at 2:38:49 PM
- InterTalk Critical Information Systems - Submitted 5/13/21 at 2:24:10 PM

Kyran Research Associates, Inc. - Submitted 5/13/21 at 4:12:31 PM
Locality Media, Inc. - Submitted 5/13/21 at 4:14:23 PM
Mark43, Inc. - Submitted 5/13/21 at 2:37:36 PM
Michael Baker International, Inc. - Submitted 5/11/21 at 9:55:13 PM
Motorola Solutions, Inc. - Submitted 5/12/21 at 6:15:18 PM
Noggin IT, Inc. - Submitted 5/13/21 at 3:55:39 PM
NP Strategies, LLC - Submitted 5/10/21 at 5:38:14 PM
Off Duty Management - Submitted 5/12/21 at 4:59:02 PM
Optimum Technology, Inc. - Submitted 5/13/21 at 3:37:05 PM
PlayerLync, LLC - Submitted 5/13/21 at 12:34:06 PM
PowerDMS, Inc. - Submitted 5/13/21 at 2:19:28 PM
Priority 5 Holdings, Inc. - Submitted 5/13/21 at 11:04:11 AM
PulsePoint Foundation - Submitted 5/13/21 at 2:24:32 PM
Quicket Solutions - Submitted 5/13/21 at 4:28:29 PM
RadioMobile, Inc. - Submitted 5/10/21 at 8:39:43 AM
RapidDeploy - Submitted 5/13/21 at 2:53:48 PM
ShotSpotter, Inc. - Submitted 5/13/21 at 3:48:55 PM
SmartCOP, Inc. - Submitted 5/06/21 at 6:06:38 PM
Software Professionals, Inc. - Submitted 5/13/21 at 1:55:35 PM
StationSmarts, LLC - Submitted 5/11/21 at 9:02:17 AM
TargetSolutions Learning, LLC - Submitted 5/13/21 at 2:03:33 PM
The ActOne Group, Inc. - Submitted 5/13/21 at 4:25:17 PM
The Informatics Applications Group, Inc. - Submitted 5/12/21 at 9:37:16 PM
Track Star International, Inc. - Submitted 5/12/21 at 8:51:40 AM
Utility Associates, Inc. - Submitted 5/13/21 at 3:01:36 PM
Vaisala, Inc. - Submitted 5/13/21 at 1:35:01 PM
Voice Products, Inc. - Submitted 5/12/21 at 8:39:42 AM
Winbourne Consulting, LLC - Submitted 5/13/21 at 9:41:40 AM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcwell Procurement Portal, on May 13, 2021, at 4:43:18 PM CT. All responsive proposals were then submitted for review by the Sourcwell Evaluation Committee.

DocuSigned by:
James Voelker
15F6CCFFA61E4A0...

James Voelker, CPCM, CFCM, Procurement Lead Analyst

DocuSigned by:
Carol Jackson
6EE63AEDED5F46E...

Carol Jackson, Procurement Analyst



Project Name	Company (HQ)	Area of Expertise	Key Milestones / Achievements	Current Status / Phase	Timeline / Duration	Key Personnel	Key Partners / Stakeholders	Key Challenges / Risks	Key Deliverables / Outcomes
Project Phoenix	Phoenix Corp.	Software Development	Completed Phase 1, 2, 3	Phase 4 in Progress	12 Months	John Doe, Jane Smith	ABC Corp, DEF Inc	Integration with Existing Systems	Successful Launch of New Product Line
Project Zenith	Zenith Solutions	Cloud Migration	Completed Phase 1, 2, 3	Phase 4 in Progress	18 Months	Mike Chen, Sarah Lee	GHI Corp, JKL Inc	Data Security Concerns	Seamless Migration to Cloud Environment
Project Aurora	Aurora Dynamics	AI/ML Research	Completed Phase 1, 2, 3	Phase 4 in Progress	24 Months	Dr. Emily White, Alex Brown	MNO Corp, PQR Inc	Algorithm Development	Patent Filing for New AI Model
Project Nebula	Nebula Systems	IoT Solutions	Completed Phase 1, 2, 3	Phase 4 in Progress	15 Months	David Green, Lisa Black	STU Corp, VWX Inc	Hardware Integration	Deployment of IoT Network
Project Comet	Comet Innovations	Blockchain Development	Completed Phase 1, 2, 3	Phase 4 in Progress	10 Months	Chris Red, Amy Blue	YZA Corp, BCD Inc	Blockchain Integration	Blockchain-based System Launch
Project Galaxy	Galaxy Networks	Network Security	Completed Phase 1, 2, 3	Phase 4 in Progress	9 Months	Ben Yellow, Grace Purple	EFG Corp, HIJ Inc	Security Audit	Enhanced Network Security
Project Orion	Orion Labs	Robotics Development	Completed Phase 1, 2, 3	Phase 4 in Progress	20 Months	Kevin Grey, Olivia Pink	KLM Corp, NOP Inc	Robotics Integration	Autonomous Robot Deployment
Project Vega	Vega Enterprises	AR/VR Development	Completed Phase 1, 2, 3	Phase 4 in Progress	11 Months	Noah Brown, Sophia Green	QRS Corp, TUV Inc	AR/VR Integration	AR/VR Application Launch
Project Sirius	Sirius Systems	Big Data Analytics	Completed Phase 1, 2, 3	Phase 4 in Progress	13 Months	Liam White, Ava Black	WXY Corp, ZAB Inc	Data Analytics Integration	Big Data Analytics Platform Launch
Project Draco	Draco Dynamics	Quantum Computing	Completed Phase 1, 2, 3	Phase 4 in Progress	22 Months	Oliver Red, Isabella Blue	CDE Corp, FGH Inc	Quantum Algorithm Development	Quantum Computing Prototype
Project Hydra	Hydra Networks	Cybersecurity	Completed Phase 1, 2, 3	Phase 4 in Progress	14 Months	Ethan Yellow, Mia Purple	IKL Corp, JMN Inc	Cybersecurity Audit	Enhanced Cybersecurity Measures
Project Phoenix	Phoenix Corp.	Software Development	Completed Phase 1, 2, 3	Phase 4 in Progress	12 Months	John Doe, Jane Smith	ABC Corp, DEF Inc	Integration with Existing Systems	Successful Launch of New Product Line
Project Zenith	Zenith Solutions	Cloud Migration	Completed Phase 1, 2, 3	Phase 4 in Progress	18 Months	Mike Chen, Sarah Lee	GHI Corp, JKL Inc	Data Security Concerns	Seamless Migration to Cloud Environment
Project Aurora	Aurora Dynamics	AI/ML Research	Completed Phase 1, 2, 3	Phase 4 in Progress	24 Months	Dr. Emily White, Alex Brown	MNO Corp, PQR Inc	Algorithm Development	Patent Filing for New AI Model
Project Nebula	Nebula Systems	IoT Solutions	Completed Phase 1, 2, 3	Phase 4 in Progress	15 Months	David Green, Lisa Black	STU Corp, VWX Inc	Hardware Integration	Deployment of IoT Network
Project Comet	Comet Innovations	Blockchain Development	Completed Phase 1, 2, 3	Phase 4 in Progress	10 Months	Chris Red, Amy Blue	YZA Corp, BCD Inc	Blockchain Integration	Blockchain-based System Launch
Project Galaxy	Galaxy Networks	Network Security	Completed Phase 1, 2, 3	Phase 4 in Progress	9 Months	Ben Yellow, Grace Purple	EFG Corp, HIJ Inc	Security Audit	Enhanced Network Security
Project Orion	Orion Labs	Robotics Development	Completed Phase 1, 2, 3	Phase 4 in Progress	20 Months	Kevin Grey, Olivia Pink	KLM Corp, NOP Inc	Robotics Integration	Autonomous Robot Deployment
Project Vega	Vega Enterprises	AR/VR Development	Completed Phase 1, 2, 3	Phase 4 in Progress	11 Months	Noah Brown, Sophia Green	QRS Corp, TUV Inc	AR/VR Integration	AR/VR Application Launch
Project Sirius	Sirius Systems	Big Data Analytics	Completed Phase 1, 2, 3	Phase 4 in Progress	13 Months	Liam White, Ava Black	WXY Corp, ZAB Inc	Data Analytics Integration	Big Data Analytics Platform Launch
Project Draco	Draco Dynamics	Quantum Computing	Completed Phase 1, 2, 3	Phase 4 in Progress	22 Months	Oliver Red, Isabella Blue	CDE Corp, FGH Inc	Quantum Algorithm Development	Quantum Computing Prototype
Project Hydra	Hydra Networks	Cybersecurity	Completed Phase 1, 2, 3	Phase 4 in Progress	14 Months	Ethan Yellow, Mia Purple	IKL Corp, JMN Inc	Cybersecurity Audit	Enhanced Cybersecurity Measures

[illegible][illegible]

DocuSigned by:
kim Austin
6830543C58384D1
Kim Austin, NIAA, CPHI, Pharmaceutical Lead Analyst

DocuSigned by:
12012
0B0204E4003E445
by Chael Nafar, CPPA, Placement Assistant

DocuSigned by:
Carol Jackson
6EE83AEDED5F46E
Carol Jackson, Procurement Analyst

DocuSigned by:
Beverly Hoernberg
36394C13F1E94C7
Beverly Hoernberg, Procurement Analyst



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #051321
Entitled

Public Safety Software

The following advertisement was placed March 25, 2021 in *USA Today*, in South Carolina's *The State*, in *The Oklahoman* and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, and March 26, 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 Software 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 May 13, 2021, at 4:30 p.m. Central Time, and late proposals will not 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	Kyran Research Associates, Inc.
Acivilate, Inc.	L3Harris Technologies, Inc.
Active911, Inc.	Lakeshore Learning Materials
ADITI, LLC	Locality Media, Inc.
Advanced Digital Systems, Inc.	Locution Systems, Inc.
Agnovi Corporation	ManTech International
Altus Business Consultants America, Incorporated	Mark43, Inc.
AlxTel, Inc.	MdE, Inc.
AmaraTech IT Solutions, LLC	Michael Baker International, Inc.
Apex OmniSource, LLC	Motorola Solutions, Inc.
Ardent Technologies, Inc.	Multipath Data, Inc.
AT&T	NGA 911, LLC
BackDraft OpCo, LLC	Noggin IT, Inc.

BAE Systems	North South 804 Apps, LLC
Benchmark Solutions, LLC	Northland Business Systems, Inc.
BTC Technologies	NP Strategies, LLC
Carahsoft Technology Corporation	Oakland Consulting Group, Inc.
CCI Worldwide	Octernion Consultants, Incorporated
CentralSquare Technologies	Off Duty Management
cFive Solutions, Inc.	Office of General Services
Climb2Glory, LLC	Optimum Technology, Inc.
Codex Corporation	OSH International, LLC
Colossus, Inc.	PlayerLync, LLC.
Colossus, Incorporated	Pleasant Solutions Canada, Inc.
Computer Square, Inc.	PowerDMS, Inc.
Coolsoft, LLC	PowerTrunk, Inc.
Cooperative Services, LLC	Priority 5 Holdings, Inc.
CorePoint Solutions, Inc.	ProActive Computer Security, LLC
Cornerz, Inc.	PulsePoint Foundation
CrisisGo	PURVIS Systems, Incorporated
CSI Technology Group	Quicket Solutions
Cyberkar Systems	RadioMobile, Inc.
Cyrun Corporation	RapidDeploy
Deccan International	Raymond Chabot Grant Thornton Consulting, Inc.
DigitalBlue Software, LLC	RMS Software, Inc.
DMS Technologies, Inc.	ShotSpotter, Inc.
Emergensys Solutions, Inc.	SmartCOP, Inc.
Emergent Health Care Solutions, LLC	Software Professionals, Inc.
EMS Technology Solutions, LLC	Soma Global
Envisage Technologies	Stanley Convergent Security Solutions
eRepublic, Inc.	StationSmarts, LLC
ESi Acquisition	Strategic Alliances Group, Inc.
FINT Solutions, Inc.	TargetSolutions Learning, LLC
Genasys Inc.	The ActOne Group, Inc.
GenCore Candeo, Ltd. dba The Genesis Group	The Informatics Applications Group, Inc.
Global Public Safety	Track Star International, Inc.
GovConnection, Inc.	Tyler Technologies
Healthcare Imaging, Inc.	US Digital Designs, Inc.
Hexagon Safety and Infrastructure	Utility Associates, Inc.
Hitech Systems, Inc.	Vaisala, Inc.
Horizon Technologies, Inc.	Valor Systems, Inc.
HydelInfoTech	Veoci, Inc.
i7 Solutions, Inc.	Versaterm Public Safety
In Force Technology	Vista Com
Informer Systems, LLC	Vog Calgary App Developer, Inc.
Inspirit Group, LLC	Voice Products, Inc.

International Projects Consultancy Services (IPCS), Inc.	Vuro Technologies
International Public Safety Data Institute	Westnet, Inc.
InterTalk Critical Information Systems	Winbourne Consulting, LLC
iVedha, Inc.	Zetron, Inc.
Konica Minolta Business Solutions U.S.A., Inc.	ZOLL Data Systems, Inc.
Kronos	

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 May 13, 2021, at 4:43:18 pm CT. Proposals were received from the following:

Acivilate, Inc.
 Active911, Inc.
 Apex OmniSource, LLC
 BackDraft OpCo, LLC
 Benchmark Solutions, LLC
 CentralSquare Technologies
 Codex Corporation
 Colossus, Incorporated
 CrisisGo
 Deccan International
 Emergensys Solutions, Inc.
 Emergent Health Care Solutions, LLC
 EMS Technology Solutions, LLC
 Envisage Technologies
 Genasys, Inc.
 GenCore Candeo, Ltd. dba The Genesis Group
 GovConnection, Inc.
 HydeInfoTech
 In Force Technology
 International Projects Consultancy Services (IPCS), Inc.
 International Public Safety Data Institute
 InterTalk Critical Information Systems
 Kyran Research Associates, Inc.
 Locality Media, Inc.
 Mark43, Inc.
 Michael Baker International, Inc.
 Motorola Solutions, Inc.
 Noggin IT, Inc.
 NP Strategies, LLC
 Off Duty Management
 Optimum Technology, Inc.
 PlayerLync, LLC.
 PowerDMS, Inc.

Priority 5 Holdings, Inc.
PulsePoint Foundation
Quicket Solutions
RadioMobile, Inc.
RapidDeploy
ShotSpotter, Inc.
SmartCOP, Inc.
Software Professionals, Inc.
StationSmarts, LLC
TargetSolutions Learning, LLC
The ActOne Group, Inc.
The Informatics Applications Group, Inc.
Track Star International, Inc.
Utility Associates, Inc.
Vaisala, Inc.
Voice Products, Inc.
Winbourne Consulting, LLC

Proposals were reviewed by the Proposal Evaluation Committee:

Kim Austin, MBA, CPPB, Procurement Lead Analyst
Michael Muñoz, CPPB, Procurement Analyst
Carol Jackson, Procurement Analyst
Beverly Hoemberg, 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 the products and services offered in the proposal response from Winbourne Consulting, LLC, fall outside of the Requested Equipment, Products, or Services of the RFP. All other proposals were found to meet the scope and mandatory submittal requirements and were evaluated.

BackDraft OpCo, LLC, is offering a cloud-based records management solution for Fire and EMS agencies in the United States and Canada. The application will cover incident reporting (fire and EMS ePCR), personnel records, occupancy records and inspections, hydrant records and inspections, training records, document/file repository, equipment/apparatus maintenance, PPE tracking, and staffing. They are offering Sourcewell participating entities a competitive discount off list price.

Deccan International offers a suite of turn-key situational awareness and information management systems designed for Fire, EMS, and communication center staff. Their team of industry veterans is ready to offer their solutions to Sourcewell participating entities in the United States and Canada. Deccan holds certifications as a Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE) and Woman-Owned Enterprise (WBE). They are offering their solutions at a solid discount from list price.

Envisage Technologies is offering an enterprise software solution that simplifies the operational training tasks common to the blended training environments of public safety. Their principal platform, Acadis, consists of the training management system and a series of supporting software modules, which are configurable to support the full spectrum of training operations. Envisage has a capable sales team and reseller network available to

serve Sourcewell participating entities in the United States and Canada. They are offering a solid discount off their commercial rates.

Genasys, Inc., is a global provider of critical communications systems and solutions. The Company's devices, mobile mass messaging platform, and integrated voice broadcast and mobile alert solutions enable users to provide warnings, notifications and directions. Serving 72 countries including the United States and Canada, Genasys, and its subsidiary Genasys Communications Canada, distributes software solutions through direct sales. Sourcewell participating entities will receive a significant discount off MSRP line-item pricing.

Motorola Solutions, Inc., is offering the Flex public safety software solution. Flex encompasses public safety operations, including CAD, RMS, fire, GIS, mobile applications, JMS, and crime analysis. Motorola has a robust sales force and manufacturer representatives throughout the United States. They are offering a solid discount to Sourcewell participating entities.

Off Duty Management is offering a turn-key service for special event resource management, public/private off-duty assignments, and departmental overtime. They have a strong internal sales team, a large percentage of whom have public sector and law enforcement experience. Off Duty Management is a Woman-Owned Business. They are offering a unique pricing model, reflecting no direct cost to the participating entity or officers.

Quicket Solutions offers a cloud-based software platform for computer aided dispatch, records management software, situational awareness and information management systems, incident command, evidence, ticketing, and citation management systems, application-based alerting or paging system, resource, and controlled substance tracking. They have a dedicated sales force and dealer network ready to respond to Sourcewell participating entity needs. Quicket Solutions is providing a competitive discount off MSRP.

RadioMobile, Inc., is providing a public safety software technology ecosystem for law enforcement, fire/rescue, EMS, and emergency management agencies and personnel. Components include AVL (Automatic Vehicle Location) mapping systems, CAD interfaces, mobile applications, and related in-vehicle software and GPS solutions. Their sales and support staff can provide 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.

SmartCOP, Inc., is offering a comprehensive system that includes computer aided dispatch, records management, learning management system, information management, incident command, evidence management, ticketing citation management, personnel and asset management, location solutions (AVL), and data analytics. SmartCOP's sales, service and technical support staff are available to serve Sourcewell participating entities principally in the Southeast US, but with expansion underway. Their products and services are offered at competitive discounts from MSRP.

The ActOne Group, Inc. is offering the ATIMS jail management and offender management system. ATIMS contains designed staff workflows with step-by-step processes, including intake, booking, sentencing, and release. ATIMS and corresponding services are made available across the United States and Canada by The ActOne Group, Inc. sales representatives. They are offering a significant discount to Sourcewell's participating entities.

Utility Associates, Inc., is a developer and supplier of public safety software including legal evidence management solutions, records management, incident command, officer down emergency reporting, real-time situational awareness mapping, vehicle maintenance data collection and reporting, automatic license plate data collection and reporting, IoT asset tracking and reporting solutions, and AI-based video redaction and

distribution. They have a strong direct sales and service team throughout North America. Sourcewell participating entities will receive a range of discounts off MSRP pricing.

Vaisala, Inc., is providing lightning detection networks to assist agencies in contributing to personnel safety and cost savings by improved damage response times. Thunderstorm Manager provides an advanced thunderstorm display with real time lightning, radar, and satellite information. Lightning Exporter is a web application that acts as a portal for accessing historical lightning data. Their sales managers in the United States and Canada are ready to serve Sourcewell participating entities. Vaisala is offering a competitive discount off MSRP pricing.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #051321 to:

BackDraft OpCo, LLC	#051321-BAK
Deccan International	#051321-DEC
Envisage Technologies	#051321-ENV
Genasys, Inc.	#051321-GYS
Motorola Solutions, Inc.	#051321-MOT
Off Duty Management	#051321-OFF
Quicket Solutions	#051321-QKT
RadioMobile, Inc.	#051321-RDO
SmartCOP, Inc.	#051321-SMT
The ActOne Group, Inc.	#051321-AOG
Utility Associates, Inc.	#051321-UTI
Vaisala, Inc.	#051321-VAI

The preceding recommendations were approved on July 22, 2021.

DocuSigned by:

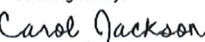
6830543C58384D1...

Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:

0B0204E40D3E445...

Michael Munoz, CPPB, Procurement Analyst

DocuSigned by:

6EE63AEDED5F46E...

Carol Jackson, Procurement Analyst

Sourcewell

DocuSigned by:
Beverly Hoemberg
36394C13F1E94C7...
Beverly Hoemberg, Procurement Analyst

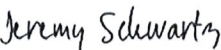
STATEMENT OF COMPLIANCE

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 #051321** for **Public Safety Software**.

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:

C0FD2A139D06489...

Jeremy Schwartz, CSSBB, CPPO
Chief Procurement Officer



**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

APPENDIX A

**SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS -July 2020**
CONSENT AGENDA ITEMS
Requesting Board permission to Solicit the following categories:

Body Armor with Related Equipment and Accessories
Public Safety Technology and Communications Hardware and Services
Public Safety Software with Related Services

Requesting Board permission to Re-Solicit the following categories:

Janitorial Supplies and Related Custodial Products
Food Products and Distribution with Related Equipment, Supplies, and Services

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
F.H. Paschen	KY-E-GC02-062420-FHP	General Construction - State of Kentucky - Eastern Area
Lusk Mechanical Contractors Inc.	KY-E-GC03-062420-LMC	General Construction - State of Kentucky - Eastern Area
Howard W. Pence, Inc.	KY-E-GC04-062420-HWP	General Construction - State of Kentucky - Eastern Area
Lusk Mechanical Contractors Inc.	KY-E-HVAC01-062420-LMC	HVAC Construction - State of Kentucky - Eastern Area
Place Services, Inc.	KY-E-E01-062420-PLS	Electrical Construction - State of Kentucky - Eastern Area
Lusk Mechanical Contractors Inc.	KY-E-E02-062420-LMC	Electrical Construction - State of Kentucky - Eastern Area
Lusk Mechanical Contractors Inc.	KY-E-RW01-062420-LMC	Roofing/Weatherproofing - State of Kentucky - Eastern Area
Tecta America	KY-E-RW02-062420-TEA	Roofing/Weatherproofing - 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	MO02C-071117-TWG	
Brown & Root	MO02B-071117-BRI	
Reasbeck Construction, Inc.	MO02A-071117-RCI	
The Wilson Group	MO01C-071117-TWG	
Vazquez Commercial Contracting, LLC	MO01B-071117-VCC	
Brown & Root	MO01A-071117-BRI	

**SOURCEWELL
STATE OF MINNESOTA**



Member Thiel moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

Resolution No. 2021-19

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 Zylka

and the following voted in favor: (list names here)
Wilson, Zylka, Veronen, Nagel, Thomas, Thiel, Arts, Kircher

and the following voted against: (list names here or "NONE")

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

Sara Nagel

CF62F09F8AFC4BB...

Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - August 2021
CONSENT AGENDA ITEMS
Requesting Board permission to Solicit the following categories:

Requesting Board permission to Re-Solicit the following categories:

Public Utility Equipment with Related Accessories and Supplies
 Ambulance and EMT Vehicles with Related Equipment, Accessories, and Supplies
 K-12 Food Products and Distribution with Related Services
 State of Ohio - Indefinite Delivery Indefinite Quantity Contracting

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
Blink Charging Co.	042221-BLK	"Electric Vehicle Supply Equipment and Related Services"
ChargePoint, Inc.	042221-CPI	"Electric Vehicle Supply Equipment and Related Services"
EV Connect, Inc.	042221-EVC	"Electric Vehicle Supply Equipment and Related Services"
EVBox North America, Inc.	042221-EVB	"Electric Vehicle Supply Equipment and Related Services"
FLO Services USA	042221-FLO	"Electric Vehicle Supply Equipment and Related Services"
Freewire Technologies	042221-FRE	"Electric Vehicle Supply Equipment and Related Services"
Livingston Charge Port	042221-LIV	"Electric Vehicle Supply Equipment and Related Services"
Nuvve Holdings	042221-NUV	"Electric Vehicle Supply Equipment and Related Services"
SemaConnect, Inc.	042221-SEM	"Electric Vehicle Supply Equipment and Related Services"
Siemens Industry, Inc.	042221-SIE	"Electric Vehicle Supply Equipment and Related Services"
Wireless Advanced Vehicle Electrification (WAVE), LLC	042221-WVE	"Electric Vehicle Supply Equipment and Related Services"
The ActOne Group Inc./ATIMS	051321-AOG	"Public Safety Software"
BackDraft OpCo, LLC	051321-BAK	"Public Safety Software"
Deccan International	051321-DEC	"Public Safety Software"
Envisage Technologies	051321-ENV	"Public Safety Software"
Genasys, Inc.	051321-GYS	"Public Safety Software"
Motorola Solutions, Inc.	051321-MOT	"Public Safety Software"
Off Duty Management, Inc.	051321-OFF	"Public Safety Software"
Quicket Solutions, Inc.	051321-QKT	"Public Safety Software"
RadioMobile, Inc.	051321-RDO	"Public Safety Software"
SmartCOP, Inc.	051321-SMT	"Public Safety Software"
Utility Associates, Inc.	051321-UTI	"Public Safety Software"
Valsala, Inc.	051321-VAI	"Public Safety Software"
Abacus Service Corporation	062421-ABA	"Facilities Maintenance Services"
Kellermeyer Bergensons Services, LLC	062421-KEL	"Facilities Maintenance Services"
LSS Holdings, LLC	062421-LSS	"Facilities Maintenance Services"
Siemens Industry, Inc.	062421-SIE	"Facilities Maintenance Services"
Sweep America Intermediate Holdings, LLC	062421-SWP	"Facilities Maintenance Services"
Vanguard Cleaning Systems of Western Canada	062421-VAN	"Facilities Maintenance Services"
Alamo Group, Inc.	070821-AGI	"Road Right-of-Way Maintenance Equipment"
Altoz, Inc.	070821-ATZ	"Road Right-of-Way Maintenance Equipment"
Bomford Turner, Limited	070821-BFD	"Road Right-of-Way Maintenance Equipment"
Bush Hog Inc.	070821-BHG	"Road Right-of-Way Maintenance Equipment"
Diamond Mowers, LLC	070821-DMM	"Road Right-of-Way Maintenance Equipment"
FINN Corporation	070821-FNN	"Road Right-of-Way Maintenance Equipment"
Green Climber of North America, Inc.	070821-GCL	"Road Right-of-Way Maintenance Equipment"
Land Pride, a Division of Great Plains Mfg. Inc.	070821-LPI	"Road Right-of-Way Maintenance Equipment"
Logix ITS	070821-LGX	"Road Right-of-Way Maintenance Equipment"
Schulte Industries, Ltd.	070821-SCI	"Road Right-of-Way Maintenance Equipment"
Tiger Corporation	070821-TGR	"Road Right-of-Way Maintenance Equipment"

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
Ennis-Flint, Inc.	062817-EPI	"Airport Consumable Products with Related Supplies and Services"

PUBLIC SAFETY		
Product Summary	Catalog Description	Percentage Discount (Off List)
Infrastructure	Fire Station Alerting Hardware	10%
Infrastructure	Fire Station Alerting Software	15%
Infrastructure	Radio Base Station Hardware	15%
Infrastructure	Radio Base Station Software	20%
Infrastructure	Master Site ASTRO Hardware	15%
Infrastructure	Master Site ASTRO Software	20%
Infrastructure	Transport Hardware	10%
Infrastructure	Moscad Hardware & Software	10%
Infrastructure	Interoperability Solutions	10%
Infrastructure	Paging Hardware & Software	10%
Infrastructure	Alarm & Control System	10%
Infrastructure	Vehicular Repeaters	10%
Infrastructure	Future Infrastructure Hardware & Software * released after date of contract	10%
Subscribers	All APX Portable Radio Subscriber Device	27%
Subscribers	All APX N Portable Radio Subscriber Device	27%
Subscribers	All APX Mobile Radio Subscriber Device	27%
Subscribers	All APX Desktop Radio Subscriber Device	27%
Subscribers	Flashport Software	20%
Subscribers	Future Mobile and Portable Subscriber Devices * released after date of contract	15%
Subscribers	Standalone Subscriber Accessories	15%
Subscribers	Bundled Subscriber Accessories with Subscriber Devices	27%
Private LTE	LTE Hardware & Software	0%
Private LTE	Broadband Device	0%
Private LTE	NITRO Hardware & Software	0%
Private LTE	NITRO Services	0%
Consoles	Console Hardware & Software	15%
Consoles	Console Accessories	15%
Consoles	Console Service	0%
Drop Ship	Backhaul (Microwave, MPLS, etc)	10%
Drop Ship	Distributed Antenna Systems	10%
Drop Ship	Site Equipment	10%
Drop Ship	Buildings & Towers	5%
Drop Ship	Antenna & Line	15%
Drop Ship	Test Equipment	10%
Drop Ship	Computers & Accessories	15%
Drop Ship	Time & Frequency Systems	15%
Drop Ship	Wireless Modems	5%

System Integration & Support Services	ASTRO Maintenance Support Services	0%
System Integration & Support Services	ASTRO Upgrade Support Services	0%
System Integration & Support Services	Motorola Shop Services	0%
System Integration & Support Services	Motorola Engineering Services	0%
System Integration & Support Services	Motorola Subscriber Services	0%
System Integration & Support Services	Motorola Project Management Services	0%
System Integration & Support Services	Motorola Engineering Services	0%
System Integration & Support Services	Site Development Services	0%
System Integration & Support Services	3rd Party Services	0%
System Integration & Support Services	Motorola Security Services	0%
Integrated Hardware & Software	Encryption Hardware & Software	5%
Integrated Hardware & Software	Moto Locator Hardware	0%
Integrated Hardware & Software	Moto Locator Software	10%
Integrated Hardware & Software	Critical Connect Hardware	0%
Integrated Hardware & Software	Critical Connect Software	0%
P25 System Subscriptions	Cirrus Subscription	0%
P25 System Subscriptions	AXS Subscription	0%
P25 System Subscriptions	Asset Management Service	0%
P25 Device Subscriptions	APX Next Application Subscription	0%
Miscellaneous	Any non-catalog equipment	0%
Miscellaneous	Any non-catalog integrated software	0%
Miscellaneous	Any non-catalog service	0%

PROFESSIONAL & COMMERCIAL **

Stated discount % will also be applied to any additional options added to Radio Order

Product Summary	Catalog Description	Fixed Percentage Discount (Off List Price)
MOTOTRBO Commercial Radios	BPR40	15%
MOTOTRBO Commercial Radios	CP185	15%
MOTOTRBO Commercial Radios	CP100d	15%
MOTOTRBO Commercial Radios	CP200D / R2	15%
MOTOTRBO Commercial Radios	SL300	15%
MOTOTRBO Commercial Radios	EVX-S24	15%
MOTOTRBO Commercial Radios	CM200D	15%
MOTOTRBO Commercial Radios	CM300D	15%
MOTOTRBO Professional Radios	XPR 3300e	15%
MOTOTRBO Professional Radios	XPR 3500e	15%
MOTOTRBO Professional Radios	SL3500	15%
MOTOTRBO Professional Radios	XPR 7350e	15%
MOTOTRBO Professional Radios	XPR 7550e	15%
MOTOTRBO Professional Radios	XPR 7580e	15%
MOTOTRBO Professional Radios	MOTOTRBO R7	15%
MOTOTRBO Professional Radios	MOTOTRBO ION	15%
MOTOTRBO Professional Radios	XPR 2500	15%
MOTOTRBO Professional Radios	XPR 5350e	15%

MOTOTRBO Professional Radios	XPR 5550e	15%
MOTOTRBO Professional Radios	XPR 5580e	15%
Battery / Accessory Portfolio	MOTOROLA BATTERIES	15%
Battery / Accessory Portfolio	MOTOROLA ACCESSORIES	15%
MOTOTRBO Digital Infrastructure	SLR 1000	10%
MOTOTRBO Digital Infrastructure	SLR 5700	10%
MOTOTRBO Digital Infrastructure	SLR 8000	10%
MOTOTRBO Digital Infrastructure	Capacity Max System Server	10%
Dispatch Console	AVTEC Dispatch Console	10%
Body-Worn Camera	VB400/440	10%
System Integration & Support / Install	System Integration & Support / Install	0%
PTT Subscription Services	TLK100	0%
PTT Subscription Services	TLK150	0%

*****All orders placed under this request will be placed only with an approved additional named reseller as an Approved Authorized Motorola Solutions Resellers, (this list is located within Partner Finder search within motorolasolutions.com website), except as agreed to in writing by the Supplier. In no event will the Supplier assume liability for orders placed by a Approved reseller to an end customer under this Addendum.***



MOTOROLA SOLUTIONS

Firm Priced Proposal

Nassau County

Sheriff's Office MCC 7500e Consoles

USFL23P093M

May 5, 2023

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2023 Motorola Solutions, Inc. All rights reserved.



Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

May 5, 2023

Derrick Lindsay | Chief Innovation Officer
Nassau County, FL | Board of County Commissioners
96135 Nassau Place | Yulee, FL 32097

Dear Derrick,

Motorola Solutions, Inc. ("Motorola Solutions") is pleased to have the opportunity to provide Nassau County with quality communications equipment and services. Per your request, Motorola is proposing three new MCC 7500E console positions to add to your existing dispatch center of eight MCC 7500 VPM consoles, purchased in 2012.

The proposed MCC 7500E leverages the ultra small form factor workstation making deployment simple and easy where space is at a premium. The MCC 7500E adds additional support for dual Ethernet connections to minimize failures of LAN switches affecting multiple dispatch positions. The MCC 7500E offers the Enhanced Integrated IRR providing dispatchers with the ability to access more recorded call audio and metadata. The MCC 7500 VPM platform is end of life, therefore our recommendation to the MCC 7500E. Milestones, cancellation dates and last system support are shown below.

Milestone	Date	Last Release Support
Final Order Date	9/30/2021	A2026.x*
Final Ship Date for New Systems	12/21/2021	A2026.x*
Final Ship Date for System Expansions	12/21/2021	A2026.x*
Service Support End (Commercially Reasonable Effort)	12/21/2028	A2026.x*

*** NOTE:** The VPM-based MCC 7500 Dispatch Console will continue to be supported on ASTRO® 25 systems up to, and including, the ASTRO system release that is shipping on December 1, 2026. Referred to as A2026.x at this time.

The MCC 7500E Dispatch Consoles may operate in parallel with MCC 7500 VPM Dispatch Consoles but special consideration must be made if co-locating the consoles. The timing difference in the arrival of select and unselect speaker audio between the MCC 7500E and MCC 7500 is approximately 120ms faster on the MCC 7500 due to the dedicated voice processing within the MCC 7500's VPM. If the two console types are monitoring the same radio resources and are physically located near one another this difference may result in echo-like audio which will likely be undesirable to the dispatch operators. For this reason, it is recommended to avoid co-locating the two console types. Therefore, we are also providing an optional quote to upgrade your existing MCC7500 VPM consoles to the MCC7500E platform.

This proposal consists of this cover letter and the Communications and Systems Services Agreement (CSSA), together with its Exhibits. Nassau County Board of County Commissioners may accept the proposal, which



Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

remains valid until October 25, 2023 by delivering to Motorola the executed documents attached. We look forward to your positive review of our proposal, subsequent discussions, and helping Nassau County achieve your communication goals and objectives. We look forward to taking the next step in providing this exciting solution to the County. Should any questions arise regarding the information we have provided here, please don't hesitate to contact your Account Manager, Eric Lazo, at (239) 776-8143.

Sincerely,
Motorola Solutions, Inc.

A handwritten signature in black ink, appearing to read 'Daniel Sanchez', with a stylized flourish at the end.

Daniel Sanchez
Territory Vice President, Florida

Table of Contents

Contents

Section 1.....	1-2
System Description	1-2
1.1 MCC 7500e Dispatch Console	1-2
1.1.1 Dispatch Console Configuration	1-2
1.1.2 Dispatch Console Solution Components.....	1-3
1.2 Optional - Migration of MCC 7500 to MCC 7500e.....	1-6
Section 2.....	2-7
Statement of Work	2-7
2.1 MCC7500e Consoles	2-7
2.1.1 Motorola Solutions Responsibilities	2-7
2.1.2 Nassau County Office Responsibilities	2-7
2.1.3 Assumptions.....	2-8
Section 3.....	3-9
Service/Warranty	3-9
Section 4.....	4-10
Equipment List.....	4-10
4.1 New MCC 7500e Dispatch Console Equipment	4-10
4.2 Optional MCC 7500 to MCC 7500e Upgrade Equipment List	4-13
Section 5.....	5-15
Pricing Summary	5-15

Section 1

System Description

Nassau County Sheriff's department presently has eight MCC 7500 Consoles in the dispatch center. The Sheriff's department wishes to add three more positions. The MCC 7500 is no longer available and the MCC 7500 and MCC 7500e are not recommended to co-exist in the same dispatch center.

This proposal includes three additional MCC 7500e consoles as well as the option to upgrade the eight existing MCC 7500 consoles to MCC 7500e.

Special consideration must be made if co-locating the MCC 7500e and the MCC 7500 consoles. The timing difference in the arrival of audio between the two consoles is approximately 120ms faster on the MCC 7500 due to the dedicated voice processing within the MCC 7500's VPM. If the two console types are monitoring the same radio resources and are physically located near one another this difference may result in echo-like audio which will likely be undesirable to the dispatch operators. For this reason it is recommended to avoid co-locating the two console types. It should be noted that it may be possible to avoid this audio delay if wearing headsets, however, it is still not recommended.

1.1 MCC 7500e Dispatch Console

Motorola Solutions, Inc. (Motorola Solutions) proposes our MCC 7500e dispatch console to provide Nassau County Sheriff's Office with the confidence of state-of-the-art secure communications, seamless IP-based connectivity, flexible system architecture with scalable components, and centralized console management.

Motorola Solutions designs its console to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. The console provides Nassau County Sheriff's Office with sophisticated network management and easy migration to future capabilities.

1.1.1 Dispatch Console Configuration

The proposed console will interface seamlessly with the County's ASTRO® 25 system.

The proposed solutions offers Nassau County three new MCC 7500e dispatch positions as well as the option to migrate eight of their MCC 7500 dispatch consoles to MCC 7500e.



Figure 1-1: MCC 7500E Dispatch Position provides a small form factor, familiar GUI, and advanced features.

1.1.2 Dispatch Console Solution Components

The proposed components are connected together and to the rest of the ASTRO 25 system on an IP network through console site routers and switches. The console functions as an integrated component of the total radio system and fully participates in system-level features, such as end-to-end encryption and Agency Partitioning.

The console connects directly to the radio system's IP transport network without gateways or interface boxes. Audio processing, encryption, and switching intelligence for dispatch are performed within each software-based dispatch position without additional centralized electronics.

Since the network is IP-based, the system interfaces and components can be distributed physically throughout the network. Some of the available console components are identified below.

1.1.2.1 MCC 7500e Console Operator Position

The dispatch position supports commercially available accessories, including a USB microphone, USB headset, and USB footswitch, as shown in the figure titled "MCC 7500e Dispatch Position." The following list describes the components included in the proposed configuration.

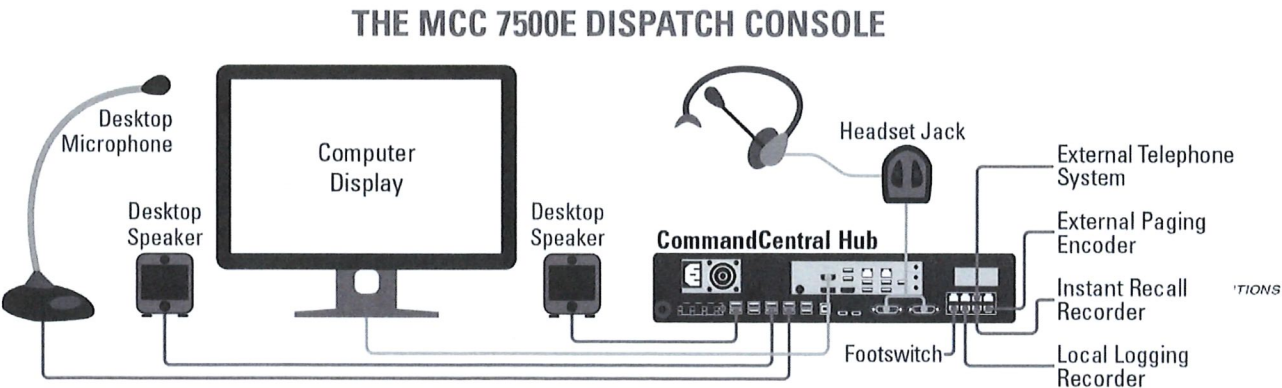


Figure 1-2: MCC 7500e Dispatch Position supports multiple accessories.**Computer Display**

The dispatch position will use a 22" Computer Display with Non-Touchscreen.

CommandCentral Hub (CC Hub)

The CommandCentral Hub (Hub) supports the MCC 7500e dispatch client as an alternative to the USB AIM which is being phased out due to supply chain limitations. The 13 port USB Hub contains a number of analog inputs and outputs for connecting various peripheral devices as well as a workstation class computer motherboard. This eliminates the need to purchase an external PC when using the Hub. Each Hub supports one MCC 7500e dispatch client.

The PC that is internal to the CommandCentral Hub will be programmed with a Microsoft Windows based operating system (OS) image developed for the MCC 7500e application.

The hub not only provides the computing platform for the dispatch client but also USB and analog interfaces for the various peripheral devices that can be connected to a dispatch client.

Enhanced Integrated Instant Recall Recorder (IRR)

The Enhanced IRR is seamlessly integrated with the dispatch position's software, allowing audio and call data from any radio or telephony resource to be recorded and easily played back. Call data includes PTT IDs, name of resource, start time and date, and stop time and date. Two analog inputs are available for use with recording audio from external devices.

Desktop Speakers

Two audio speakers have been included with each dispatch position and can be configured to transmit audio from a specific talkgroup or set of talkgroups. Each speaker is a self-contained unit, with individual volume controls, and can be placed on a desktop or mounted on a rack or computer display.

An additional single spare audio speaker has been included in the three new MCC 7500e consoles equipment list.

Headset Jack

The dispatch position supports up to two headset jacks, both push-to-talk (PTT) and non-PTT-enabled, for simultaneous use by the dispatcher and a supervisor. The headset jack contains two volume controls for the separate adjustment of received radio and telephone audio.

Headset

The proposed headset consists of two elements. The headset base includes an audio amplifier, a Push-to-Talk switch, and a long cord that connects to the dispatch position. The headset top consists of the earpiece and microphone as well as a short cable that connects to the headset base.

Purpose-built USB Microphone

Can be used in place of the Gooseneck microphone; connects via USB to the PC.

Footswitch

Each dispatch position includes a dual pedal footswitch that controls general transmit and monitor functions.

Redundant Ethernet Connection

The optional redundant Ethernet connections increase MCC 7500E console availability by protecting against the loss of multiple dispatch positions. In the event of a LAN switch failure, the system will automatically detect and switchover with no manual intervention required. Dispatching operations will not be interrupted.

1.1.2.2 MCC 7500e Dispatch Console Telephony

The MCC 7500E Dispatch Console Telephony is a scalable solution designed for centers with a few lines for call center-style operations. Console telephony is highly customizable, with a robust feature set including features such as global and local phone books, speed dials, call transfer and patching of phone lines to radio resources. Its seamless integration into the MCC 7500e dispatch position makes managing radio and telephony easy and simple.

1.1.2.3 Enhanced Instant Recall Recorder (IRR)

The optional MCC 7500e Enhanced Instant Recall Recorder allows the dispatch operator to replay various types of audio. Functionality provided includes filtering, sorting, speed control, AGC, noise reduction, waveform display and a highly configurable screen display.

The Enhanced IRR also provides four additional recording sources: speaker, telephony, and recording from up to two analog ports on the PC.

IRR Features

The below list is a summary of some of the features available with the Enhanced Instant Recall Recorder application:

- Configurable Options, including recording sources, playback location, storage location, export and save outside of IRR, and purge audio on shutdown
- Audio Source Folder Tabs
- Save Calls as Wav File
- Stay Top Option
- Compact Mode
- Expand and Collapse Sections of IRR
- Manage Detail Columns in IRR Call List
- Filter Calls in IRR
- Sort Calls in IRR
- Rewind and Fast Forward Calls in IRR
- Change Playback Speed
- Adjust or Mute Playback Volume
- Improve Playback Audio Quality
- Automatic Gain Control
- Sound visualization (Waveform)

1.2 Optional - Migration of MCC 7500 to MCC 7500e

To ensure a smooth transition for the new installation of MCC 7500e, Motorola solutions will implement a migration plan that will delegate the responsibilities of Nassau County and Motorola Solutions. The FSO Technicians will begin by powering off the Operator PCs and CIS'. Each Operator position will be powered down and migrated individually to ensure that only one position is down at a time. After the Op is powered off the technicians will begin disconnecting the Ops and peripheral devices.

Technicians will remove the following items from each of the floor positions:

- VPM
- PC
- Mouse
- Monitor
- Keyboard
- Miscellaneous Cables
- Foot Pedal

The in house wiring which runs in between the Desk and the Backroom Equipment will be re-used. All cables that are used by Motorola at the Operator Position on the Floor and Backroom will be labeled accordingly and documented.

Once the position is clear of all old and non-reusable equipment a new MCC 7500e Operator Position will be installed at the desk location. The installation will consist of the following:

- Operator Position PC
- CC HUB
- Speakers
- Motorola Approved Microphone
- Foot Switch
- 22" Non-Touch Screen Monitor
- Headsets and Headset Jackboxes (if applicable)

The console position installation will encompass the following tasks:

- PC installation into existing dispatch furniture cabinet
- Installation of CC HUB into dispatch furniture
- Installation and wiring of Speakers to OP
- Power Cable installation of Speakers
- Installation of Mic and Foot Pedal
- Interfacing the headset to the jackbox (if applicable)
- Interfacing OP to the in-housing wiring for Networking
- Interfacing to in-house wiring for Console Select Audio logging (if applicable)

Section 2

Statement of Work

Motorola Solutions is proposing to Nassau County Sheriff's Office the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
Nassau County Sheriff's Office	OPTIONAL: Reconfigure quantity 8 existing MCC7500 to MCC7500e
Nassau County Sheriff's Office	Install and Configure quantity 3 new MCC7500e. To be installed in the existing empty dispatch furniture.

The document delineates the general responsibilities between Motorola Solutions and Nassau County Sheriff's Office as agreed to by contract.

2.1 MCC7500e Consoles

2.1.1 Motorola Solutions Responsibilities

Motorola Solutions' general responsibilities include the following:

- Perform the installation of the Motorola Solutions-supplied equipment described above, reusing the existing RNI.
- Schedule the implementation in agreement with Nassau County.
- Coordinate the activities of all Motorola Solutions subcontractors under this contract.
- Administer safe work procedures for installation.
- Provide Nassau County with the appropriate system interconnect specifications.

2.1.2 Nassau County Office Responsibilities

Nassau County Sheriff's Office will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola Solutions. General responsibilities for Nassau County Sheriff's Office include the following:

- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- Obtain frequencies for project as required.
- Provide required system interconnections.

- Nassau County will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the site(s).
- Coordinate the activities of all Nassau County vendors or other contractors.

2.1.3 Assumptions

Motorola Solutions has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola Solutions will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, and site grounding to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of Nassau County Sheriff's Office.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of Nassau County Sheriff's Office.
- Any required system interconnections not specifically outlined here will be provided by Nassau County Sheriff's Office. These may include dedicated phone circuits, microwave links, or other types of connectivity.
- No coverage guarantee or testing is included in this proposal.
- No training is included.
- Motorola Solutions is not responsible for interference caused or received by the Motorola Solutions-provided equipment except for interference that is directly caused by the Motorola Solutions-provided transmitter(s) to the Motorola Solutions-provided receiver(s). Should the Nassau County Sheriff's Office's system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Motorola's proposal is conditioned upon the ability of Motorola to complete the project at the prices set forth herein. Due to significant market volatility and material price fluctuations in raw materials such as steel, copper, finished wood and concrete, Motorola reserves the right to review all material pricing prior to placing any order for materials or equipment required for new towers or shelters and related civil work at each site in order to verify price validity. In the event of a cost increase in material, equipment or energy occurring during performance of the project through no fault of Motorola, the contract price, time of completion and/or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the contract documents.
- The freight rates are estimated. Motorola reserves the right to apply a fuel surcharge to the quoted freight rates on all shipments based on the cost of diesel at the time of shipment.

Nassau County, Florida Sheriff's Office
MCC7500e Consoles

May 5, 2022

Section 3

Service/Warranty

The proposed new equipment will have 12 months warranty. The addition of the 3 consoles to the maintenance contract has been included in the price.

The 3 additional consoles will be added to Nassau County's current System Upgrade Agreement (SUAI) at the next renewal period. .

Section 4

Equipment List

This section lists the equipment necessary for the proposed solution.

Motorola reserves the right to modify or change part numbers that may change periodically.

4.1 New MCC 7500e Dispatch Console Equipment

Sub System	Qty	Nomenclature	Description
Core Site	1	UA00156AA	ADD: MCC7500 CONSOLE LICENSES (QTY 5)
Core Site	1	SQM01SUM0323	ASTRO MASTER SITE
Core Site	1	CA03517AD	ADD: CORE EXPANSION
Dispatch Spares	1	TT3903B	Z2 G5 MINI WORKSTATION NON RETURNABLE
Dispatch Spares	1	T8492	SITE ROUTER & FIREWALL- AC
Dispatch Spares	1	CA03448AA	ADD: STATEFUL FIREWALL
Dispatch Spares	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
Dispatch Spares	1	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
Dispatch Spares	1	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
Dispatch Spares	1	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
Dispatch Spares	1	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
Dispatch Spares	1	B1952	SPEAKER, DESKTOP, USB
Dispatch Spares	1	B1951	MICROPHONE, DESKTOP, USB
Dispatch Spares	1	B1913	MCC SERIES HEADSET JACK
Dispatch with Recorder	3	UA00661AA	ADD: ENHANCED IRR
Dispatch with Recorder	3	UA00658AA	ADD: SECURE OPERATION
Dispatch with Recorder	3	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION
Dispatch with Recorder	3	UA00653AA	ADD: BASIC CONSOLE OPERATION
Dispatch with Recorder	3	UA00652AA	ADD: 160 RADIO RESOURCES LICENSE
Dispatch with Recorder	3	T8807A	WINDOWS SUPP FULL CONFIG, A2020.1/A2021.1

Nassau County, Florida Sheriff's Office
MCC7500e Consoles

May 5, 2022

Sub System	Qty	Nomenclature	Description
Dispatch with Recorder	3	T8742	MCAfee FOR WINDOWS CLIENT, A2019.2
Dispatch with Recorder	1	T8639	JUNIPER FIREWALL APPLIANCE
Dispatch with Recorder	1	T8492	SITE ROUTER & FIREWALL- AC
Dispatch with Recorder	1	T8492	SITE ROUTER & FIREWALL- AC
Dispatch with Recorder	3	T8490	MCC7500 CRYPTOR SOFTWARE CD UPGRADE
Dispatch with Recorder	3	SQM01SUM0292	CRYPTOR
Dispatch with Recorder	3	RMN5150A	OVER-THE-HEAD, MONAURAL, NOISE-CANCELING HEADSET
Dispatch with Recorder	3	RLN6098	HDST MODULE BASE W/PTT, 15 FT CBL
Dispatch with Recorder	3	L3226A	CERTIFIED OPTICAL WHEEL MOUSE FOR RSD SERVERS AND WORKSTATIONS
Dispatch with Recorder	3	L3225A	CERTIFIED KEYBOARD FOR RSD SERVERS AND WORKSTATIONS
Dispatch with Recorder	3	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
Dispatch with Recorder	1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
Dispatch with Recorder	3	DSTG221B	TECH GLOBAL EVOLUTION SERIES 22INCH NON TOUCH
Dispatch with Recorder	3	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB
Dispatch with Recorder	1	DSF2B56AA	USB EXTERNAL DVD DRIVE
Dispatch with Recorder	3	DSCDN6171B	TRACKBALL (ONLY PS/2 & USB COMPATIBLE)
Dispatch with Recorder	1	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
Dispatch with Recorder	1	DS11011188	PDU, 120/240 SPLIT PH OR N+1 REDUNDANT, 60A MAX PER PHASE, SIX DEDICAT
Dispatch with Recorder	3	CA03850AA	ADD: WINDOWS OS FOR MCC7500E CONSOLE
Dispatch with Recorder	3	CA03572AA	ADD: CABLE RETENTION BRACKET

Equipment List



Use or disclosure of this proposal is subject to the restrictions on the cover page.
Motorola Solutions Confidential Restricted

Nassau County, Florida Sheriff's Office
MCC7500e Consoles

May 5, 2022

Sub System	Qty	Nomenclature	Description
Dispatch with Recorder	3	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA
Dispatch with Recorder	3	CA03547AA	ADD: BRACKET, MOUNTING 2RU
Dispatch with Recorder	1	CA03448AA	ADD: STATEFUL FIREWALL
Dispatch with Recorder	1	CA03448AA	ADD: STATEFUL FIREWALL
Dispatch with Recorder	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
Dispatch with Recorder	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
Dispatch with Recorder	3	CA03440AA	ADD: MCC7500E CRYPTR DES-OFB &ADP
Dispatch with Recorder	6	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
Dispatch with Recorder	3	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
Dispatch with Recorder	6	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
Dispatch with Recorder	6	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
Dispatch with Recorder	3	CA02954AA	ADD: SECURE OPERATION
Dispatch with Recorder	3	CA02066AA	AC Line Cord, North America
Dispatch with Recorder	3	B1956	COMMANDCENTRAL HUB, W/CLIENT PC
Dispatch with Recorder	6	B1952	SPEAKER, DESKTOP, USB
Dispatch with Recorder	3	B1951	MICROPHONE, DESKTOP, USB
Dispatch with Recorder	1	B1949	MCC 7500E SOFTWARE DVD
Dispatch with Recorder	1	B1948	MCC 7500E DISPATCH POSITION LICENSES
Dispatch with Recorder	6	B1913	MCC SERIES HEADSET JACK

Equipment List



Use or disclosure of this proposal is subject to the restrictions on the cover page.
Motorola Solutions Confidential Restricted

4.2 Optional MCC 7500 to MCC 7500e Upgrade Equipment List

Sub System	Qty	Nomenclature	Description
Dispatch with Recorder	1	B1950	MCC 7500/7100 TO MCC 7500E LICENSE CONVERSION
Dispatch with Recorder	8	UA00653AA	ADD: BASIC CONSOLE OPERATION
Dispatch with Recorder	8	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION
Dispatch with Recorder	8	UA00658AA	ADD: SECURE OPERATION
Dispatch with Recorder	8	UA00652AA	ADD: 160 RADIO RESOURCES LICENSE
Dispatch with Recorder	8	UA00661AA	ADD: ENHANCED IRR
Dispatch with Recorder	1	B1949	MCC 7500E SOFTWARE DVD
Dispatch with Recorder	8	DSTG221B	TECH GLOBAL EVOLUTION SERIES 22INCH NON TOUCH
Dispatch with Recorder	8	B1956	COMMANDCENTRAL HUB, W/CLIENT PC
Dispatch with Recorder	8	CA03850AA	ADD: WINDOWS OS FOR MCC7500E CONSOLE
Dispatch with Recorder	8	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA
Dispatch with Recorder	8	CA03547AA	ADD: BRACKET, MOUNTING 2RU
Dispatch with Recorder	8	CA03572AA	ADD: CABLE RETENTION BRACKET
Dispatch with Recorder	8	L3225A	CERTIFIED KEYBOARD FOR RSD SERVERS AND WORKSTATIONS
Dispatch with Recorder	8	L3226A	CERTIFIED OPTICAL WHEEL MOUSE FOR RSD SERVERS AND WORKSTATIONS
Dispatch with Recorder	16	B1952	SPEAKER, DESKTOP, USB
Dispatch with Recorder	16	CA03405AA	ADD: POWER SUPPLY WITH DC CORD

Nassau County, Florida Sheriff's Office
MCC7500e Consoles

May 5, 2022

Sub System	Qty	Nomenclature	Description
Dispatch with Recorder	16	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
Dispatch with Recorder	16	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
Dispatch with Recorder	8	B1951	MICROPHONE, DESKTOP, USB
Dispatch with Recorder	8	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
Dispatch with Recorder	16	B1913	MCC SERIES HEADSET JACK
Dispatch with Recorder	8	RLN6098	HDST MODULE BASE W/PTT, 15 FT CBL
Dispatch with Recorder	8	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
Dispatch with Recorder	8	T8742	MCAFFEE FOR WINDOWS CLIENT, A2019.2
Dispatch with Recorder	1	DSF2B56AA	USB EXTERNAL DVD DRIVE
Dispatch with Recorder	1	SQM01SUM0292	CRYPTR
Dispatch with Recorder	1	CA02066AA	AC Line Cord, North America
Dispatch with Recorder	1	CA02954AA	ADD: SECURE OPERATION
Dispatch with Recorder	1	CA03440AA	ADD: MCC7500E CRYPTR DES-OFB &ADP
Dispatch with Recorder	1	T8490	MCC7500 CRYPTR SOFTWARE CD UPGRADE
Dispatch with Recorder	1	DS11011188	PDU, 120/240 SPLIT PH OR N+1 REDUNDANT, 60A MAX PER PHASE, SIX DEDICAT
Dispatch with Recorder	1	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT

Equipment List



Use or disclosure of this proposal is subject to the restrictions on the cover page.
Motorola Solutions Confidential Restricted

Section 5

Pricing Summary

Motorola Solutions is pleased to provide the following equipment and services to Nassau County Sheriff's Office.

Equipment and Installation

Description	Price (\$)
Console Equipment	\$226,850.00
Implementation Services	\$127,618.00
Subtotal	\$354,468.00
Sourcewell Discount Applied	-\$29,621.00
Customer Loyalty Discount	-\$47,847.00
Total System	\$277,000.00
Optional: Existing MCC7500 VPM Upgrade	Price (\$)
Equipment	\$517,567.00
Implementation Services	\$156,232.00
Subtotal	\$673,799.00
Sourcewell Discount Applied	-\$67,512
Incentive if purchased with new MCC7500E Consoles	-\$84,287.00
Total System	\$522,000.00

This pricing is subject to the terms and conditions of the Sourcewell contract and valid through October 25, 2023.

Section 6

Contractual Documentation

Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and Nassau County Board of County Commissioners, FL ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

WHEREAS, Customer desires to purchase from Motorola and Motorola desires to sell to Customer certain Motorola radio communications equipment and services; and

WHEREAS, Sourcewell ("Sourcewell"), a State of Minnesota local government agency and service cooperative offering cooperative procurement solutions to government entities that access Sourcewell's cooperative purchasing contracts ("Participating Entities"); and

WHEREAS, on July 4, 2021, Sourcewell and Motorola entered into a contract identified as 042021-MOT, (the "Contract"), which provides that Participating Entities (including Customer) may purchase radio communications equipment from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 6.B of the Contract, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase of radio communications equipment and services from Motorola by Customer.

For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C "Motorola Proposal dated May 5, 2023"

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, and user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"Derivative Proprietary Materials" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Motorola Software" means software that Motorola or its affiliated companies owns.

"Non-Motorola Software" means software that a party other than Motorola or its affiliated companies owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

"Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

"Software License Agreement" means the Motorola Software License Agreement (Exhibit A).

"Software Support Policy" ("SwSP") means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"System Data" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

“Warranty Period” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online (“MOL”), and this Agreement will be the “Underlying Agreement” for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a “Priced Options” exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the

option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any

loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. **COVENANT NOT TO EMPLOY.** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be

subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$ \$ 277,000.00, which includes the Sourcewell administrative fee. Motorola will pay Sourcewell's administrative fee in accordance with the payment terms of the Motorola/Sourcewell Contract dated July 4, 2021. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: Nassau County Board of County Commissioners ATTENTION: Tech Services

Address: 96135 Nassau Place, Suite 7, Yulee FL 32097

Phone: 904-530-6050

E-INVOICE. To receive invoices via email:

Customer Account Number: _____

Customer Accounts Payable Email: techservices@nassaucountyfl.com

Customer CC(optional) Email: Twood@nassaucountyfl.com

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: Nassau County BOCC - ATTN: Tech Services

Address: 96135 Nassau Place, Suite 7, Yulee FL 32097

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: Nassau County BOCC - ATTN: Tech Services

Address: 96135 Nassau Place, Suite 7, Yulee FL 32097

Phone: 904-530-6050

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building

permit process.

7.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all

deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. **SOFTWARE WARRANTY.** Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. **EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. **SERVICE WARRANTY.** During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-

rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. RESERVED.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions,

Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All

Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement. Additionally, the Recipient may disclose Confidential Information to the extent required by a judicial or legislative order or proceeding, or by any applicable federal or state open records act or freedom of information act requirements provided that it gives the Discloser prompt prior notice of the intended disclosure and an opportunity to respond or object to the disclosure, if permissible.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by

it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint

venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this

Nassau County, Florida Sheriff's Office
MCC7500e Consoles

May 5, 2022

Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Nassau County Board of County Commissioners, FL ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-

compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time

as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option,

Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end

users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they

apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B

PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase

(excluding Subscribers, if applicable)

- 1. 25% of the Contract Price due upon contract execution (due upon effective date);**
- 2. 60% of the Contract Price due upon shipment of equipment from Staging;**
- 3. 10% of the Contract Price due upon installation of equipment; and**
- 4. 5% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan.