

**MASTER AGREEMENT # 020625****CATEGORY: Public Safety Communications Technology and Hardware Solutions****SUPPLIER: Motorola Solutions, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Motorola Solutions, Inc., 500 West Monroe Street, Suite 4400, Chicago, IL 60661 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities. Participation is open to eligible state/province, and municipal governmental entities, higher education, K-12 education, tribal government, and other public-funded entities located in the United States and Canada.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:  
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the

Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 24, 2029, unless it is cancelled or extended as defined in this Agreement.
  - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
  - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
  1. **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #020625 to Participating Entities. In Scope solutions include:

Sourcewell is seeking proposals for Public Safety Communications Technology and Hardware Solutions, including communications technology and hardware designed or primarily intended for use by Public Safety agencies, such as:

    - a. In-station Public Safety alerting or paging systems;
    - b. Dispatch/control room consoles and associated integrated communications equipment;
    - c. Wearable or portable communication devices, including biomonitors wearables, alerting or paging systems;
    - d. Connectivity and interoperability devices, hardware, and equipment for the connection of communication systems and endpoints, including:
      - i. Satellite communications equipment;
      - ii. Portable and deployable wireless hubs, routers, and networks;
      - iii. Mesh networks and mesh radios;
      - iv. Land mobile/broadband radios;
      - v. Push to talk over Cellular (PoC) handsets; and,
      - vi. High Power User Equipment (HPUE) for LTE; and,
    - e. Airborne, marine, and underwater communication systems.
  2. Complimentary equipment, accessories, and services directly related to the offering of systems or solutions described in subsections 1. a. – e. above.
- 7) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

- 8) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 9) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 10) **Not to Exceed Pricing.** All Included Solutions shall be priced as stated in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 11) **Open Market.** Supplier's open market pricing process is included within its Proposal.

**12) Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will adhere to the state and local statutes of each jurisdiction and agency when conducting business, including that with Sourcewell. As every state and local agency has different regulations and requirements, Supplier will evaluate and adhere to all applicable legal requirements. Supplier will uphold or obtain any licenses required by states with those designations. Participating Entities may request all relevant documentation directly from Supplier.
- iii) Supplier warranties for Included Solutions are set forth in Supplier's then-current Motorola Solutions Customer Agreement found at [https://www.motorolasolutions.com/en\\_us/about/legal.html](https://www.motorolasolutions.com/en_us/about/legal.html).
- 13) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 14) **Debarment and Suspension.** Supplier 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 any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 15) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 have additional requirements based on specific funding source terms or conditions. Within this Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.
- ii) **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. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **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. Supplier 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.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier 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.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier 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.

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

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

## **Article 2: Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
  - Timely response to all Sourcewell and Participating Entity inquiries; and
  - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell. Supplier's books and records provided to Sourcewell and the Minnesota State Auditor pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the express written permission of Supplier. In no circumstances will Supplier be required to create or maintain documents not kept in the ordinary course of Supplier business operations.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. Supplier 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 Supplier or its agents or employees. Sourcewell will provide prompt written notice to Supplier of any claim or suit, and will cooperate with Supplier in its defense or settlement of the claim or suit. Supplier'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. Supplier's indemnification obligations under the Contract are excluded from this provision. SUPPLIER 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.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
    - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
    - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional

materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

- b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
  - c) **Use; Quality Control.**
    - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
    - ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
  - d) **Termination.** Upon the termination of this Agreement 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 suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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 as follows:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer

edition), or equivalent. Coverage must include liability arising from premises, operations, bodily injury and property damage, 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 Agreement.

- \$1,500,000 each occurrence Bodily Injury and Property Damage
- \$1,500,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Upon policy(ies) renewal, updated certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to include Sourcewell, its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the Commercial General Liability insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days

in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### **Article 3: Supplier Obligations to Participating Entities**

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs. Unless negotiated with the Participating Entity, acceptance or rejection shall be communicated to Supplier in writing within five (5) days of delivery. Failure to notify Supplier in writing within five (5) days will deem equipment as accepted by the participating entity.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Supplier will require the use of the then-current Motorola Solutions Customer Agreement (MCA) an example of which may be found at ([https://www.motorolasolutions.com/en\\_us/about/legal.html](https://www.motorolasolutions.com/en_us/about/legal.html)). Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually

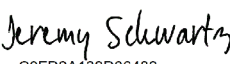
agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

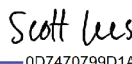
Direct US Federal Orders: Motorola contracts with the U.S. Government under 48 CFR (FAR) Part 12 "commercial product and services" procedures and under standard terms set out at <http://www.motorolasolutions.com/fedgov/omterms>. Federal orders will be subject to MSI's contractual review to address Federal contract provisions incorporated in such orders.

- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Motorola Solutions, Inc.

Signed by:  
  
 By: C0FD2A139D06489...  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 11/5/2025 | 9:05 PM CST

Signed by:  
  
 By: 0D7470799D1A4DF...  
 Scott Lees  
 Title: Regional Vice President  
 Date: 11/5/2025 | 1:38 PM CST

# RFP 020625 - Public Safety Communications Technology and Hardware Solutions

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## Vendor Details

Company Name: Motorola Solutions, Inc.  
Address: 500 W Monroe St  
Ste 4400  
Chicago, IL 60661  
Contact: Larsen Grabenkort  
Email: larsen@motorolasolutions.com  
Phone: 971-227-2856  
HST#: 36-1115800

## Submission Details

Created On: Friday December 13, 2024 10:15:44  
Submitted On: Thursday February 06, 2025 09:14:26  
Submitted By: Lane Feingold  
Email: lane.feingold@motorolasolutions.com  
Transaction #: 6927b475-d407-4c35-8356-cbf4244676be  
Submitter's IP Address: 147.243.203.207

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives (Not Scored)**

**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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

| Line Item | Question                                                                                                                                                                                                                                                            | Response *                                                                                                                                                                                                                                                                                                                                         |   |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 1         | Provide the legal name of the Proposer authorized to submit this Proposal.                                                                                                                                                                                          | Motorola Solutions, Inc.                                                                                                                                                                                                                                                                                                                           | * |
| 2         | In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.                                                                                                                                      | Y                                                                                                                                                                                                                                                                                                                                                  | * |
| 3         | Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell). | All Public Safety Radio orders will be made on Motorola Solutions paper with a purchase order made out to Motorola Solutions.<br><br>All Professional & Commercial Radio orders will be placed with authorized Motorola Solutions Resellers if applicable. A list of Authorized Motorola Solutions Resellers will be provided upon contract award. | * |
| 4         | Provide your CAGE code or Unique Entity Identifier (SAM):                                                                                                                                                                                                           | 78205                                                                                                                                                                                                                                                                                                                                              | * |
| 5         | Provide your NAICS code applicable to Solutions proposed.                                                                                                                                                                                                           | 334300                                                                                                                                                                                                                                                                                                                                             |   |
| 6         | Proposer Physical Address:                                                                                                                                                                                                                                          | Motorola Solutions, Inc.<br>500 West Monroe Street, Suite 4400<br>Chicago, IL 60661                                                                                                                                                                                                                                                                | * |
| 7         | Proposer website address (or addresses):                                                                                                                                                                                                                            | www.motorolasolutions.com                                                                                                                                                                                                                                                                                                                          | * |
| 8         | 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):                                                             | Scott Lees<br>Regional Vice President<br>500 West Monroe Street, Ste 4400<br>Chicago, IL 60661<br>scott.lees@motorolasolutions.com<br>714-553-9003                                                                                                                                                                                                 | * |
| 9         | Proposer's primary contact for this proposal (name, title, address, email address & phone):                                                                                                                                                                         | Lane Feingold<br>7237 Church Ranch Blvd, Suite 406<br>Westminster, CO 80021<br>lane.feingold@motorolasolutions.com<br>720-338-7624                                                                                                                                                                                                                 | * |
| 10        | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):                                                                                                                                                                  | N/A                                                                                                                                                                                                                                                                                                                                                | * |

**Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

|    |                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |   |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 11 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.                                                                                                                                                                                                                                  | <p>Motorola Solutions, Inc. ("Motorola") is a global leader in mission-critical communications. Our technology platforms in communications, command center software, video security &amp; analytics, and managed &amp; support services make cities safer and help communities and businesses thrive. Motorola 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 recently revolutionizing public safety by creating the first complete ecosystem acquisition and integration of a number of specialized companies.</p> <p>From its inception to now, Motorola Solutions radio technology leads the industry in public safety and commercial radio. We are not perfect, but we will always remain present to see through the commitments we have made. And we will continue to innovate and push the technology forward to help our customers be their best in the moments that matter.</p> | * |
| 12 | What are your company's expectations in the event of an award?                                                                                                                                                                                                                                                                                                                                  | If awarded, Motorola expects to utilize this contract with many of our customers to allow them to purchase equipment and services without going to bid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | * |
| 13 | 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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION. | To demonstrate our financial strength and outlook, Motorola has uploaded our 2024 Q3 earnings press release with consolidated Operations Statement. This document provides the most up-to-date, meaningful data on Motorola's financial position. Additional financial statements, and updated earnings releases are available at <a href="https://www.motorolasolutions.com/investors/earnings-and-sec-filings.html#id3532493800">https://www.motorolasolutions.com/investors/earnings-and-sec-filings.html#id3532493800</a> and can also be provided upon request.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | * |
| 14 | 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 <a href="http://www.sec.gov">www.sec.gov</a> or on our website, <a href="https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx">https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx</a>                                                                                                                                                                                                                                                                                                                                                                                               | * |
| 15 | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | * |
| 16 | Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.                                                                                              | Motorola Solutions, Inc. has never filed a petition in bankruptcy, nor taken any action with respect to receivership, moratorium, or assistance 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: <a href="http://investors.motorolasolutions.com/Docs">http://investors.motorolasolutions.com/Docs</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | * |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 17 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>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?</p> <p>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 your employees, or the employees of a third party?</p> | <p>Motorola Solutions is a manufacturer as well as a service provider. We have a direct sales force of 230 people across the United States as well as over 400 Manufacturer Representative sellers throughout the United States.</p> <p>The Manufacturers Representative (MR) program is designed to improve Motorola Solutions market reach and account coverage by leveraging an integrated distribution strategy to combine MSI's Go-to Market Resources with those of our MR Partners to deliver unparalleled value and ease of doing business with our Customers.</p> <p>The Manufacturer's Representative (MR) Sales Program requires its representatives to be properly trained and up-to-date to ensure that our MRs are familiar with our products/solutions 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 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.</p> <p>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.</p> <p>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 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.</p> <p>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 training and certifications specific to Motorola ASTRO 25 Systems &amp; Infrastructure, Astro 25 Subscribers, P25, R56, and Motorola's Service Specialist Program.</p> |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 18 | <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 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:</p> <ul style="list-style-type: none"> <li>▢ Antenna System Analysis (SRV2012)</li> <li>▢ Astro Ethernet Testing</li> <li>▢ Astro Networking I</li> <li>▢ Astro Firewalls/CEN</li> <li>▢ End-to-End Audio</li> <li>▢ Link Verification</li> <li>▢ LMR Master Basics</li> <li>▢ Network+ Bootcamp</li> <li>▢ Passive Intermodulation</li> <li>▢ R56 Installer/Auditor (NST9257)</li> <li>▢ Security+ Bootcamp</li> <li>▢ Signal Investigation Techniques</li> </ul> <p>CompTIA Certifications:</p> <ul style="list-style-type: none"> <li>▢ CompTIA Network+</li> <li>▢ CompTIA Security+</li> </ul> <p>ETA Certifications:</p> <ul style="list-style-type: none"> <li>▢ Antenna System Analysis (ASA)</li> <li>▢ APX Radio Technician (APX)</li> <li>▢ Associate (CETa)</li> <li>▢ Astro 25 RF Site Preventative Maintenance (A25-SPM)</li> <li>▢ Certified Service Manager (CSM)</li> <li>▢ Communication Site Inspector / Auditor (CSIA)</li> <li>▢ Communication Site Installer (R56)</li> <li>▢ Computer Service Technician (CST)</li> <li>▢ Customer Service Specialist (CSS)</li> <li>▢ Data Cabling Installer (DCI)</li> <li>▢ Industrial Electronics (IND)</li> <li>▢ Information Technology Security (ITS)</li> <li>▢ General Communications Technician I (GCT1)</li> <li>▢ General Communications Technician II (GCT2)</li> <li>▢ GTR 8000 P25 RF Site Performance Verification (GTR-SPV)</li> <li>▢ GTR 8000 Repeater Site Technician (GTT)</li> <li>▢ Master CET (CETma)</li> <li>▢ Master Specialty (CETms(RF or IT))</li> <li>▢ M Core Technician (MCT 7.x)</li> <li>▢ Microwave Radio Technician (MRT)</li> <li>▢ Mobile Communications and Electronics Installer (MCEI)</li> <li>▢ Network Computer Technician (NCT)</li> <li>▢ Network Systems Technician (NST)</li> <li>▢ PIM</li> <li>▢ RADAR (RAD)</li> </ul> <p style="text-align: right;">▢ RF</p> <p>Signal Investigation Techniques (RFSIT)</p> <ul style="list-style-type: none"> <li>▢ T1 Link Verification (T1LV)</li> <li>▢ Telecommunications (TCM)</li> <li>▢ Wireless (USMSS/TRN/WCN)</li> <li>▢ Wireless Network Technician (WNT)</li> <li>▢ PIM</li> <li>▢ RADAR (RAD) RF Signal Investigation Techniques (RFSIT)</li> <li>▢ T1 Link Verification (T1LV)</li> <li>▢ Telecommunications (TCM)</li> <li>▢ Wireless (USMSS/TRN/WCN)</li> <li>▢ Wireless Network Technician (WNT)</li> </ul> |
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|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 19 | Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation. | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | * |
| 20 | Describe any relevant industry awards or recognition that your company has received in the past five years.                                                                                                                                                                                            | <p>Company Awards:</p> <p>Forbes Most Trusted Companies in America, 2025<br/> TIME Best Companies for Future Leaders, 2025<br/> Newsweek America's Greenest Companies, 2025<br/> Newsweek America's Most Responsible Companies, 2025<br/> Built In 100 Best Large Companies to Work for in Chicago, 2024<br/> Built In Chicago 100 Best Places to Work in Chicago, 2024<br/> Disability Equality Index Best Places to Work, 2024<br/> Fast Company World's Most Innovative Companies, 2024<br/> Fast Company Best Workplaces for Innovators, Large Companies and Enterprise Products &amp; Services, 2024<br/> Forbes America's Best Employers for Veterans, 2024<br/> Forbes World's Best Employers, 2024<br/> Forbes World's Top Companies for Women, 2024<br/> Government Technology GovTech 100, 2024<br/> Newsweek America's Most Trusted Companies, 2024<br/> Newsweek World's Most Trustworthy Companies, 2024<br/> Newsweek America's Greatest Workplaces for Diversity, 2024<br/> TIME World's Best Companies, 2024<br/> TIME America's Best Mid-Size Companies, 2024<br/> USA Today America's Climate Leaders, 2024<br/> Women Tech Council Shatter List, 2024<br/> Wall Street Journal Best Managed Companies, 2024</p> <p>Technology Awards:</p> <p>iF Design Award, TLK 25 Radio, 2024<br/> Red Dot Design Award, TLK 25 Radio, 2024<br/> Chicago Athenaeum Good Design Award, APX N70 Radio, 2023</p> | * |
| 21 | What percentage of your sales are to the governmental sector in the past three years?                                                                                                                                                                                                                  | 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 <a href="http://www.sec.gov">www.sec.gov</a> or on our website, <a href="https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx">https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | * |
| 22 | What percentage of your sales are to the education sector in the past three years?                                                                                                                                                                                                                     | 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 <a href="http://www.sec.gov">www.sec.gov</a> or on our website, <a href="https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx">https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | * |
| 23 | List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?                                                                                                                                                | Motorola Solutions holds agreements with NASPO, HGAC, Texas DIR, and has numerous other frame agreements and statewide contracts.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | * |
| 24 | 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 or SOSA contract for Radio Products.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | * |

**Table 2B: References/Testimonials**

**Line Item 25.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name *                                    | Contact Name *     | Phone Number * |   |
|--------------------------------------------------|--------------------|----------------|---|
| State of Arizona Wireless Systems Bureau         | Jeremy Knoll       | 602-881-3028   | * |
| State of New Mexico Public Safety Communications | Michael Rohrbacher | 505-316-5040   | * |
| Douglas County Sheriff's Office (Colorado)       | Jeff Vaughn        | 303-660-7506   | * |

**Table 3: Ability to Sell and Deliver Solutions (150 Points)**

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 *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |   |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 26        | Sales force.                                                                                                                                          | Motorola Solutions has approximately 230 direct (Motorola badged) sales employees that sell the hardware, software, and services included in this RFP response. Motorola also has a Manufacturer's Representative (MR) channel consisting of over 400+ sellers that cover the United States. These MR sellers conduct sales associated with this contract that will flow directly through Motorola. Motorola direct and MR sellers are able to sell our public safety communication equipment to our customers. Motorola Solutions also has 438 Channel Partners with 1,680 sellers across the US. Motorola Channel Partners are able to sell commercial equipment to our customers. Motorola has direct, MR, and Channel Partners representation in all 50 states. | * |
| 27        | Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.    | Motorola has approximately 800 direct (Motorola badged) sales employees sales and service representation in all 50 states.<br><br>If applicable, a list of Authorized Motorola Solutions Resellers will be provided upon contract award.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | * |
| 28        | Service force.                                                                                                                                        | Motorola utilizes our Field Service Organization (FSO) and a network of 165 Service Partners and 450 Partner locations across all 50 states. Both FSO and our Service Partners are both described in the answer to Line 17.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | * |
| 29        | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | For our Public Safety communication equipment, 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.<br><br>If applicable, All Professional & Commercial Radio orders will be placed with authorized Motorola Solutions Resellers. A list of Authorized Motorola Solutions Resellers will be provided upon contract award. authorized Motorola Solutions Resellers will propose and do business on their own terms and conditions subject to their own liability. They will not produce quotes/proposals or invoices on behalf of Motorola Solutions.                                     | * |

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| 30 | <p>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> | <p>Our customer service offers vital support through a customized blend of local field service teams, centralized experts utilizing an advanced service delivery platform, product repair centers, and the MyView Portal. These service components work together seamlessly to quickly assess problems, accurately identify root causes, and efficiently resolve issues, ensuring the prompt restoration of the customer's network to full functionality.</p> <p><b>Centralized Managed Support Operations</b></p> <p>The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations ("CMSO") organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24x7x365 by experienced personnel, including service desk specialists, security analysts, and operations managers. The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third-party subcontractors.</p> <p>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><b>Customer Support Manager</b></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. 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><b>Repair Depot</b></p> <p>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><b>MyView Portal</b></p> <p>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"> <li>• Remote Technical Support: Manage cases and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.</li> <li>• 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.</li> <li>• Security Update Service: View available security updates. Access available security update downloads.</li> <li>• Orders and Contract Information: View available information regarding orders, service contracts, and service coverage details.</li> </ul> <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><b>Quality Team</b></p> <p>Our Quality Team is used as a resource for our customers, and brought in when a customer is having issues with a product or solution that is not being resolved in a timely manner. The Quality team continuously tracks ongoing issues and pushes them to closure when necessary. We have also included the Mission Critical Operations white paper in our attachments for additional information.</p> <p><b>Response Times</b></p> <p>Response Times vary depending on the product or system in question, but are in line with the requirements of our customers.</p> |
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|    |                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |   |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities.                                        | We are fully equipped and staffed to provide our products and services to Sourcewell participating agencies across the United States. With a proven track record spanning decades, we are committed to delivering exceptional service and consistently meeting our customers' needs. After participating in this contract for the last four years, our internal process for handling prospective customers through Sourcewell, quoting, and processing orders using Sourcewell is proven and has been solidified.                                                                                                                         | * |
| 32 | 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 our RFP response.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.                          | We will not be serving any part of Canada through the proposed agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | * |
| 34 | Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this. | Within the United States, we will be fully serving all Federal, State, local government and education entities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | * |
| 35 | Define any specific 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.                                                                                                                                                                                                                                                                                                                                                                                         | * |
| 36 | Will Proposer extend terms of any awarded master agreement to nonprofit entities?                                                                        | Motorola Public Safety equipment is limited to the following participating entities:<br><ul style="list-style-type: none"> <li>• State and Local government entities;</li> <li>• Cities, Towns and Counties;</li> <li>• Education service cooperatives;</li> <li>• K-12 and higher education entities;</li> <li>• Tribal government entities; and</li> <li>• Public-funded agencies.</li> </ul> <p>If applicable, Professional &amp; Commercial Radio orders could be sold to nonprofit entities with authorized Motorola Solutions Resellers. A list of Authorized Motorola Solutions Resellers will be provided upon contract award</p> | * |

**Table 4: Marketing Plan (100 Points)**

| Line Item | Question                                                                                                                                                                                    | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |   |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 37        | Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | Motorola values the relationships we build with our customers and actively engages with them on a regular basis. We also connect through live events, webinars, and tradeshows. We plan to host webinars to explain the benefits of the Sourcewell contract to all of our sellers. Additionally, plan to run region-specific contract-exclusive promotions through email campaigns to help promote the Sourcewell contract to our customers. These are two things that we have not done much in the last 4 years, but we plan to put effort into them if awarded.                           | * |
| 38        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.                                                                   | Motorola Solutions utilizes its social media platforms—LinkedIn, Facebook, Twitter, and YouTube—to share our values and mission. Through these channels, we promote upcoming product and software launches, showcase customer success stories, and share marketing materials such as videos and documents to emphasize our dedication to public safety. We also sponsor customer-led programs that offer a platform for user feedback..                                                                                                                                                     | * |
| 39        | In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?                     | If awarded the contract, we will create collateral for our direct sellers to help promote Sourcewell. We have grown this contract throughout the last four years without much promotional effort, but know that this is something we plan to do to continue to grow the dollars purchased using Sourcewell. Discussing the Sourcewell contract with any/all of our customers is beneficial because they have a contracting vehicle in place that is already competitively bid and priced, and a purchase using Sourcewell can typically be made without the purchasing agency going to bid. | * |
| 40        | Are your Solutions 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). However, all of our accessories and many of our parts are available through that system for our customers to order at any time. When using the e-procurement system, eligible agencies can select the Sourcewell contract so that the proper discounts, per the contract pricing, are given.                                                                                                                                                                      | * |

**Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)**

| Line Item | Question                                                                                                                                                                                                                                                                    | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |   |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 41        | 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 offers a Learning eXperience Portal (LXP) that provides access to all resources from our Worldwide Learning Services (WLS) team. Through the portal, you can register for training, complete online courses, and track your progress on any required training. We also offer in-person training for select courses. While training is not mandatory, we strongly recommend it for customers using a solution for the first time. You can access our training portal here: <a href="https://learning.motorolasolutions.com/">https://learning.motorolasolutions.com/</a> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                | * |
| 42        | Describe your proposed solutions integration and interoperability capabilities with other communication and technology components.                                                                                                                                          | <p>Motorola's public safety radios and radio systems all follow the Project 25 (P25) Standard. The P25 standard was created to allow for the highest level of radio interoperability between public safety agencies. Following the P25 standard allows for other manufacturer's P25 radios to work on our P25 infrastructure, and for our radios to work on other manufacturer's P25 infrastructure.</p> <p>Motorola's commercial radios and radio systems all follow the Digital Mobile Radio (DMR) Standard. The DMR standard was created to allow for interoperability between commercial radio systems when desired. Following the DMR standard allows for other manufacturer's DMR radios to work on our DMR infrastructure, and for our radios to work on other manufacturer's DMR systems.</p> <p>In addition, our radio solutions can communicate with Security Cameras, Body Worn Cameras, Computer Aided Dispatch Systems, and Access Control System, which can improve response times when incidents occur.</p>                                  | * |
| 43        | Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.                                                                                                                                    | Please see pages 58-76 of our 2023 Corporate Responsibility Report attached. It can also be found here: <a href="https://www.motorolasolutions.com/content/dam/msi/docs/corporate-responsibility/2023-corporate-responsibility-report.pdf">https://www.motorolasolutions.com/content/dam/msi/docs/corporate-responsibility/2023-corporate-responsibility-report.pdf</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | * |
| 44        | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>We're proud of the following recognition we received in 2023, demonstrating our commitment to sustainability and the environment:</p> <ul style="list-style-type: none"> <li>• Investor's Business Daily 100 Best ESG Companies</li> <li>• Newsweek America's Most Responsible Companies</li> <li>• Newsweek America's Greenest Companies</li> <li>• USA Today America's Climate Leaders</li> </ul> <p>All of our sites that produce the equipment that we sell are ISO 14001, ISO 45001 and ISO 9001 certified.</p> <p>Our Chicago, Illinois headquarters continues to maintain the following designations: LEED Gold, Energy Star and BOMA360</p> <p>More information can be found on pages 58-76 of our 2023 Corporate Responsibility Report attached. It can also be found here: <a href="https://www.motorolasolutions.com/content/dam/msi/docs/corporate-responsibility/2023-corporate-responsibility-report.pdf">https://www.motorolasolutions.com/content/dam/msi/docs/corporate-responsibility/2023-corporate-responsibility-report.pdf</a></p> | * |
| 45        | 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?                                        | <p>Motorola Solutions is a leading provider of public safety solutions with over 90 years of experience. Our core mission is to serve the public safety sector. We've invested over \$12 billion in organic Research and Development and acquisitions over the last 10 years advancing our technologies. We dedicate our R&amp;D efforts to creating integrated solutions that work seamlessly together. Through this approach, we've developed an end-to-end platform that supports the entire incident management process—from the moment someone calls 911 to the closure of the case. Additionally, we offer comprehensive implementation, managed, and support services to ensure our solutions are properly installed and maintained throughout their entire lifecycle.</p> <p>Also, between our direct, MR, and dealer sellers for sales, and our Field Service Organization, Motorola Certified Service Shops, and dealers for service... our presence in the United States is second to none in the industry.</p>                                  | * |

**Table 5B: Value-Added Attributes**

| Line Item | Question                                                                                                                                                                                                                                                                                      | Certification                                   | Offered                                                          | Comment |   |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|------------------------------------------------------------------|---------|---|
| 46        | Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply. |                                                 | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | No      | * |
| 47        |                                                                                                                                                                                                                                                                                               | Minority Business Enterprise (MBE)              | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | No      | * |
| 48        |                                                                                                                                                                                                                                                                                               | Women Business Enterprise (WBE)                 | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | No      | * |
| 49        |                                                                                                                                                                                                                                                                                               | Disabled-Owned Business Enterprise (DOBE)       | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | No      | * |
| 50        |                                                                                                                                                                                                                                                                                               | Veteran-Owned Business Enterprise (VBE)         | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | No      | * |
| 51        |                                                                                                                                                                                                                                                                                               | Service-Disabled Veteran-Owned Business (SDVOB) | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | No      | * |
| 52        |                                                                                                                                                                                                                                                                                               | Small Business Enterprise (SBE)                 | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | No      | * |
| 53        |                                                                                                                                                                                                                                                                                               | Small Disadvantaged Business (SDB)              | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | No      | * |
| 54        |                                                                                                                                                                                                                                                                                               | Women-Owned Small Business (WOSB)               | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | No      | * |

**Table 6A: Pricing (400 Points, applies to Table 6A and 6B)**

Provide detailed pricing information in the questions that follow below.

| Line Item | Question                                                                                                                                                                                                                                                                                  | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |   |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 55        | Describe your payment terms and accepted payment methods.                                                                                                                                                                                                                                 | Our standard payment terms are Net 30. Acceptable forms of payment are electronic payments (EFT or ACH), physical check, or credit card.                                                                                                                                                                                                                                                                                                                                                                           | * |
| 56        | 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.                                                                                                                                                                                                                                                                                                        | * |
| 57        | Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities. | <p>We have included all standard transaction documents as part of our uploaded response. They include:</p> <ol style="list-style-type: none"> <li>1. Exceptions/Clarifications to RFP#020625</li> <li>2. Master Agreement Document with applicable redlines</li> <li>3. Motorola Solutions standard contractual documentation to supplement Sourcewell's Master Agreement #020625</li> </ol> <p>We look forward to further discussions regarding all standard transaction documents provided in this proposal.</p> | * |
| 58        | 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?                                                                                                                                | We do accept the P-Card procurement and payment process. There is not an additional cost to Sourcewell participating agencies to use a P-Card.                                                                                                                                                                                                                                                                                                                                                                     | * |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                     |   |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 59 | 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. We are showing discount this way due to the size and complexity of our pricebook. It would be almost impossible to keep our full pricebook to date on the website. The discount details can be found in the pricing page that has been uploaded with our response. | * |
| 60 | 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.                                                                                                                                                                                                                                                                                                 | The pricing page of this response shows all of the different percentage discounts off of list price.                                                                                                                                                                                                                                                                                                | * |
| 61 | Describe any quantity or volume discounts or rebate programs that you offer.                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Volume discounts and/or system incentives may be applied based on the size and scope of the opportunity. We do not have any volume discounts based on specific quantities.                                                                                                                                                                                                                          | * |
| 62 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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 cost plus. The percentage used varies depending on the item.                                                                                                                                                                                                                                            | * |
| 63 | 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.                                                  | Integration and support services may be needed as a part of a Sourcwell member agency purchase. Those are priced on a per day basis. But each opportunity that requires integration and/or support services is unique and will require a custom quote for the necessary scope.                                                                                                                      | * |
| 64 | If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.                                                                                                                                                                                                                                                                                                                                                        | For our public safety grade equipment we do not charge freight, delivery, and shipping to government customers.<br><br>For our Commercial & Professional grade equipment, customers can be subject to additional costs for delivery.                                                                                                                                                                | * |
| 65 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.                                                                                                                                                                                                                                                                                                                                                                                        | There are no specific or different freight, shipping, or delivery terms for Alaska or Hawaii for government customers. Shipping terms are FOB Shipping.<br><br>Canada is not a part of our response.                                                                                                                                                                                                | * |
| 66 | Describe any unique distribution and/or delivery methods or options offered in your proposal.                                                                                                                                                                                                                                                                                                                                                                                                                                  | We do not have any other distribution and/or delivery methods for the equipment included in this response that have not been discussed in our previous answers.                                                                                                                                                                                                                                     | * |
| 67 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.                                                                                                                                                                                                                                                                              | The quoting system that is used by Motorola Solutions requires that you pick the contract being used. When the Sourcwell contract is selected, that assures that the pricing discounts promised as a part of our response to this RFP are applied to the pricing in the quote, and shows that the Sourcwell contract has been used in the heading of the quote given to the customer.               | * |
| 68 | If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.                                                                                                                                                                                                                                                                                                                                                                 | The best metric that we have is the quarterly report that is run internally to provide to Sourcwell. Our goal would be for the amount sold each quarter to grow. Another metric that we can start tracking for Motorola Direct sellers is to see who is and is not using Sourcwell with any of their customers, with the goal being to bring that number as close to zero as possible.              | * |
| 69 | Provide a proposed Administration Fee payable to Sourcwell. The Fee is in consideration for the support and services provided by Sourcwell. The propose an Administrative Fee will be payable to Sourcwell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement. | We propose to keep the Administration Fee at 1%.                                                                                                                                                                                                                                                                                                                                                    | * |

**Table 6B: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *                                                                                                       | Comments                                                                                                                                         |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| 70        | The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies. | The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies. |

**Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)**

| Line Item | Question                                                                                                                                 | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 71        | Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.            | Below is a list of what is included in our offering. We have also included specification sheets for these solutions. They include technical information, including the applicable safety or regulatory standards or codes.<br>Land Mobile Radio Systems, Solutions, and Services (P25 and DMR)<br>Mobile and Portable radios and accessories (P25 and DMR)<br>Base Stations and accessories (P25 and DMR)<br>Radio Dispatch Consoles (P25 and DMR)<br>Interoperability Solutions<br>Fire Station Alerting Solutions and Services<br>Radio Site Civil Infrastructure (Towers, Shelters, UPSs and Generators)<br>Radio Implementation and Maintenance Services |
| 72        | 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 in our previous answer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

**Table 78: Depth and Breadth of Offered Solutions**

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

| Line Item | Category or Type                                                                                                                         | Offerings                                                    | Offered *                                                        | Comments                                                                  |   |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|------------------------------------------------------------------|---------------------------------------------------------------------------|---|
| 73        | In-station Public Safety alerting or paging systems;                                                                                     |                                                              | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Mach Alert                                                                | * |
| 74        | Dispatch/control room consoles and associated integrated communications equipment;                                                       |                                                              | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | MCC7500e, CommandCentral AXS, and Avtec consoles. Nice and Verint Loggers | * |
| 75        | Wearable or portable communication devices, including biomonitors wearables, alerting or paging systems                                  |                                                              | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | The APX and APX N series radio                                            | * |
| 76        | Connectivity and interoperability devices, hardware, and equipment for the connection of communication systems and endpoints, including: |                                                              | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See Below                                                                 | * |
| 77        |                                                                                                                                          | Satellite communications equipment;                          | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | RF Site Backhaul                                                          | * |
| 78        |                                                                                                                                          | Portable and deployable wireless hubs, routers, and networks | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Portable and deployable wireless hubs, routers, and networks              | * |
| 79        |                                                                                                                                          | Mesh networks and mesh radios                                | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | No                                                                        | * |
| 80        |                                                                                                                                          | Land mobile/broadband radios                                 | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | The APX and APX N series radios, TRBO radios, and the Ion                 | * |
| 81        |                                                                                                                                          | Push to Talk over Cellular (PoC) handsets                    | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | TLK Devices                                                               | * |
| 82        |                                                                                                                                          | High Power User Equipment (HPUE) for LTE                     | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | No                                                                        | * |
| 83        | Airborne, marine, and underwater communication systems                                                                                   |                                                              | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | No                                                                        | * |

### 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."

- [Pricing](#) - MSI Sourcewell Pricing - For RFP Response 020625.pdf - Wednesday February 05, 2025 21:44:53
- [Financial Strength and Stability](#) - Financial Strength & Stability - Q3 2024 Financial Report.pdf - Wednesday February 05, 2025 21:47:35
- [Marketing Plan/Samples](#) - How to Use Sourcewell - Partners (1).pdf - Wednesday February 05, 2025 21:48:27
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Sourcewell 020625\_Exceptions & Clarifications.pdf - Wednesday February 05, 2025 21:49:09
- [Requested Exceptions](#) - Sourcewell 020625\_Exceptions & Clarifications.pdf - Wednesday February 05, 2025 21:49:15
- [Upload Additional Document](#) - RFP\_020625\_Motorola Solutions Full Response.pdf - Thursday February 06, 2025 09:12:44

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
  - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
    - (i) Those prices;
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
  - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. 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, 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. - Lane Feingold, Senior Account Manager, 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 obligations contemplated in the solicitation proposal.

☒ 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_12_Public_Safety_Communications_Eqpt_RFP_020625<br>Wed January 29 2025 03:10 PM | <input checked="" type="checkbox"/>                                | 4     |
| Addendum_12_Public_Safety_Communications_Eqpt_RFP_020625<br>Wed January 29 2025 03:09 PM | <input checked="" type="checkbox"/>                                | 4     |
| Addendum_11_Public_Safety_Communications_Eqpt_RFP_020625<br>Tue January 28 2025 01:37 PM | <input checked="" type="checkbox"/>                                | 1     |
| Addendum_10_Public_Safety_Communications_Eqpt_RFP_020625<br>Mon January 27 2025 04:19 PM | <input checked="" type="checkbox"/>                                | 1     |
| Addendum_9_Public_Safety_Communications_Eqpt_RFP_020625<br>Mon January 27 2025 10:15 AM  | <input checked="" type="checkbox"/>                                | 1     |
| Addendum_8_Public_Safety_Communications_Eqpt_RFP_020625<br>Tue January 21 2025 09:01 AM  | <input checked="" type="checkbox"/>                                | 1     |
| Addendum_7_Public_Safety_Communications_Eqpt_RFP_020625<br>Thu January 16 2025 03:36 PM  | <input checked="" type="checkbox"/>                                | 1     |
| Addendum_6_Public_Safety_Communications_Eqpt_RFP_020625<br>Wed January 8 2025 11:08 AM   | <input checked="" type="checkbox"/>                                | 1     |
| Addendum_5_Public_Safety_Communications_Eqpt_RFP_020625<br>Fri January 3 2025 03:19 PM   | <input checked="" type="checkbox"/>                                | 1     |
| Addendum_4_Public_Safety_Communications_Eqpt_RFP_020625<br>Mon December 30 2024 04:32 PM | <input checked="" type="checkbox"/>                                | 1     |
| Addendum_3_Public_Safety_Communications_Eqpt_RFP_020625<br>Fri December 27 2024 09:56 AM | <input checked="" type="checkbox"/>                                | 1     |
| Addendum_2_Public_Safety_Communications_Eqpt_RFP_020625<br>Tue December 24 2024 01:46 PM | <input checked="" type="checkbox"/>                                | 1     |
| Addendum_1_Public_Safety_Communications_Eqpt_RFP_020625<br>Wed December 18 2024 08:04 AM | <input checked="" type="checkbox"/>                                | 1     |