

**MASTER AGREEMENT # 020625****CATEGORY: Public Safety Communications Technology and Hardware Solutions****SUPPLIER: BRINC Drones, 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 BRINC Drones, Inc., 3668 Albion Pl. N., Seattle, WA 98103 (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.

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.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell 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 maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

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 Sourcwell 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 Sourcwell 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).** 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.
- 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.
- 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 not less than the following:
- 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. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this 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. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or 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 list Sourcewell, including 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 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.

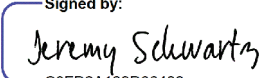
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within 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.
- 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.** 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.
- 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

BRINC Drones, Inc.

Signed by:


C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/18/2025 | 12:54 PM CDT _____

Signed by:


B708448FB8B1436...

By: _____
Manoj Mohan
Title: Chief Growth Officer
Date: 7/18/2025 | 11:43 AM CDT _____

RFP 020625 - Public Safety Communications Technology and Hardware Solutions

Vendor Details

Company Name: BRINC Drones, Inc.
Address: 3668 Albion Pl N.
Seattle, WA 98103
Contact: Nolan Sieger
Email: nolan.sieger@brincdrones.com
Phone: 909-493-7728
HST#: 83-2465449

Submission Details

Created On: Monday January 27, 2025 14:31:25
Submitted On: Thursday February 06, 2025 13:34:08
Submitted By: Nolan Sieger
Email: nolan.sieger@brincdrones.com
Transaction #: dc067c6c-f10a-4c18-b5cb-716f94a45ff9
Submitter's IP Address: 147.243.131.110

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.	BRINC Drones, 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).	BRINC Drones, Inc. is also referred to as BRINC	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	8VW30	*
5	Provide your NAICS code applicable to Solutions proposed.	336411, 334290, 334220	
6	Proposer Physical Address:	3668 Albion PI N Seattle, WA 98103	*
7	Proposer website address (or addresses):	www.brincdrones.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):	Manoj Mohan - Chief Growth Officer 3668 Albion PI N, Seattle, WA 98103 manoj.mohan@brincdrones.com (609) 366-2055	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nolan Sieger - Sr. Sales Operations Manager 3668 Albion PI N., Seattle, WA 98103 nolan.sieger@brincdrones.com (909) 260-2152	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Steven Butler 3668 Albion PI N. Seattle, WA 98103 steven.butler@brincdrones.com (909) 200-8946	*

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

Line Item	Question	Response *
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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>BRINC was founded in response to the tragic 2017 Las Vegas Shooting. We are committed to deploying technologies that benefit the community and help save lives since starting with our first customers in 2020 with the original Lemur indoor tactical drone. BRINC has expanded to partner with more than 500 public safety agencies.</p> <p>BRINC has continued its dedication to providing technology solutions for public safety agencies designed to help de-escalate and keep people safe in dangerous situations. From a throwable cell phone in the form-factor of a ball to an indoor drone with two-way communications for communications to now full-scale programs, including outdoor drones with the same two-way communications using mesh network and LTE, BRINC is focused on providing purpose-built technology in the service of public safety.</p> <p>At BRINC we are committed to:</p> <ol style="list-style-type: none"> 1. Never building tech designed to hurt or kill 2. Be open, honest and transparent 3. Move carefully and with purpose 4. Do the hard stuff 5. Build technologies designed to save lives 6. Listen to our customers and communities 7. Develop solutions that respect privacy 8. Be mindful of the implications of our work. <p>We understand that the technology we produce is part of our future. Let's ensure that we are all excited about living in that future.</p>	*
12	What are your company's expectations in the event of an award?	If awarded a contract, BRINC will include Sourcewell in marketing efforts and direct sales conversations as an option for our customers.	*
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.	<p>Please take a look at the attached report in the documents section.</p> <p>BRINC's 2024 bookings were \$30M+, mainly consisting of long-term contracts from subscriptions to provide a stable financial base.</p>	*
14	What is your US market share for the Solutions that you are proposing?	BRINC started by working specifically with tactical teams at law enforcement agencies. We currently work with roughly 15% of the tactical teams in the United States. Our current solutions, including DFR, are new, and BRINC customers make up approximately 20% of active agencies using DFR.	*
15	What is your Canadian market share for the Solutions that you are proposing?	1%	*
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.	BRINC has never been involved in any bankruptcy proceedings.	*
17	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). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>a) N/A</p> <p>b) BRINC account executives play a vital role in knowing our customer's needs and providing solutions to solve challenges. They are primarily on the ground in their assigned territories throughout the United States, working directly with public safety agencies. Some BRINC service employees work at our headquarters in Seattle, WA, and others work throughout the United States. BRINC employees support and install all of our products. BRINC handles technical support and repairs for all of its manufactured products. BRINC's United States sales and service force members are BRINC employees.</p> <p>BRINC has partnered with authorized resellers in Canada who would have members of a sales force carrying the same responsibilities as BRINC sales personnel in the United States.</p>	*

18	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>BRINC is committed to maintaining the highest security, compliance, and safety standards in alignment with industry best practices and regulatory requirements. In pursuit of the business contemplated by this RFP, BRINC holds or is actively working toward the following certifications and standards:</p> <p>Criminal Justice Information Services (CJIS) Compliance: BRINC adheres to CJIS security policies to protect sensitive law enforcement data. Our systems and processes are designed to meet the stringent security requirements necessary for working with public safety agencies.</p> <p>SOC 2 (In Progress) – BRINC is pursuing SOC 2 compliance to demonstrate further our commitment to data security, availability, and confidentiality. This certification will validate our adherence to industry-leading controls for protecting customer data.</p> <p>UN 38.3 Certification – BRINC products comply with UN 38.3 standards for lithium battery safety during transportation. This certification ensures our batteries meet rigorous testing protocols for durability, pressure, temperature, and impact resistance, ensuring safe handling and shipping.</p> <p>ASTM F3322-22 (In Progress): BRINC is working toward compliance with ASTM F3322-22, a standard for parachute recovery systems used in small unmanned aircraft systems (sUAS). This certification will support our efforts to enhance operational safety and comply with evolving drone regulations.</p> <p>BRINC is dedicated to meeting and exceeding the necessary certifications and compliance standards to support our customers with secure, reliable, mission-ready technology solutions.</p>	*
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 Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	BRINC has not been suspended or disbarred in the past ten years.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>BRINC's founder Blake Resnick was honored on Forbes 30 under 30 list for Social Impact in 2022.</p> <p>BRINC won the Manufacturing Excellence Award for Innovation from the Association of Washington Business (AWB) in 2022</p>	*
21	What percentage of your sales are to the governmental sector in the past three years?	About 90%	*
22	What percentage of your sales are to the education sector in the past three years?	About 2%	*
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?	<p>BuyBoard Contract #718-23: \$10M+</p> <p>League of Oregon Cities (NPPGov) Contract #PS24040: \$6M</p> <p>State of Arizona Contract # CTR07445: \$500K+</p> <p>TIPS Contract# 240101: \$600K+</p>	*
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?	BRINC does not hold any GSA contracts.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Clovis, California Police Department	Lt. Josh Richards	(559) 324-3461	*
Londonderry, New Hampshire Police Department	Lt. Keith Lee	(603) 432-1118	*
Redmond, Washington Police Department	Chief Darrell Lowe	(425) 556-2521	*
Schenectady Police Department, New York	Chief Eric Clifford	(518) 382-5202	

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

Describe your company's capability to meet the needs of Sourcwell 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.	<p>BRINC employs a nationwide sales force, including Leadership, Account Executives, and Product Specialists committed to selling and delivering solutions to public safety entities across the United States.</p> <p>BRINC's sales force is spread across the US and is organized to provide technology to agencies based on factors such as type, size, and geographic location. The sales staff comprises experienced professionals from the public safety industry and former public safety officers, typically law enforcement officers.</p> <p>BRINC sales leadership and Account Executives can provide hardware and services, conduct site visits, provide demonstrations, and ensure customer satisfaction. BRINC product specialists feature extensive tech knowledge and work to support account executives and customers in answering additional questions or supporting onsite demonstrations.</p> <p>BRINC's hiring process is structured to ensure that BRINC Account Executives properly represent BRINC by working through numerous challenges to provide life-saving, purpose-built technology to public safety agencies. This process includes multiple interviews, including leadership from various departments, to ensure a match to BRINC's culture and mission.</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>BRINC does not sell any technology in the US through distributors.</p> <p>BRINC has partnered with Measur as an authorized reseller of BRINC products only in Canada.</p>
28	Service force.	<p>BRINC employs a service force of 10 full-time employees and 10 contractors, including customer success, implementation, and training departments, which provide customers with post-sales and post-deployment support.</p> <p>BRINC customer success and technical support are available 24 hours a day, 7 days a week. They can be reached via direct email, form submission at brincdrones.com, a phone hotline, or the support section of their BRINC LiveOps account.</p> <p>REPAIRS</p> <p>BRINC's repair service center is at BRINC Headquarters in Seattle, Washington. When a customer support team member receives a request, they evaluate the situation to decide whether the hardware can be repaired in the field, remotely with software, or if it needs to be sent back to headquarters for repair.</p> <p>When it is decided that hardware must be sent for repair, the customer is provided with a prepaid shipping label to send it back to headquarters. That process is further explained in item number 30.</p> <p>For large-scale drone program customers, we have an implementation team that will work closely with our customers to determine ideal launch points and installation sites for radio and radar infrastructure.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>BRINC will process orders from United States Sourcewell customers directly, as we don't have any resellers in the United States. Canadian-based orders may be processed directly by BRINC or through an authorized reseller, including Measur.</p> <p>The process starts with a customer requesting a quote from a BRINC Account Executive. The Account Executive can generate a quote in our HubSpot CRM using pre-defined SKUs. Depending on the dollar amount and the hardware requested, approval will be asked by members of Sales Operations and/or Leadership if necessary. If agreed upon, a signed copy of the quote is requested from the customer, along with a purchase order. All order details will be confirmed with the customer, and the order will be booked with the shipment of hardware added to a delivery queue for planning and fulfillment.</p>

30	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.	BRINC's toll-free service line connects customers to our full-time Customer Success team, monitored 24/7/365, including members from retired law enforcement agencies. For calls not immediately answered, events are placed in our support queue, with requests from Safeguard customers receiving the highest priority. Customers can also open a non-emergency service ticket via BRINC's proprietary web portal dashboard with requests triaged and responded to within 24 hours of the next regular business day. BRINC uses an internal ticketing system that tracks all support cases and details. An Emergency Hotline is available, and callers can be transferred to our dedicated emergency hotline group. BRINC commits to a tiered return resolution time system for the repair merchandise authorization process relative to the check-in date. The highest priority is 1 day from check-in, BRINC Safeguard is 2-4 days from check-in, and a la carte customers are 5-10 days from check-in. BRINC also covers shipping costs associated with origin and destination, and Safeguard customers enjoy available loaner hardware service to remain enabled during the resolution turnaround window.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	BRINC is willing to provide all included products and services to Sourcewell participating agencies in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	BRINC is willing to provide all included products and services to Sourcewell participating entities in the United States.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There are no restricted areas in the United States or Canada for the proposed contract.	*
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.	BRINC will serve any participating entity for the proposed contract.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No additional requirements or restrictions would apply to participating entities in Hawaii, Alaska, or the US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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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.	<p>As a proud partner of Sourcewell, BRINC will be committed to ensuring that our team and potential customers are well-informed about the benefits and appropriate use of cooperative contracts like Sourcewell. Our sales team serves as the primary connection to our customers and plays a vital role in promoting the advantages of cooperative contracts. At BRINC, we recognize that these contracts streamline the purchasing process, making it easier for public safety agencies to access our lifesaving technology.</p> <p>To ensure our team is equipped to guide customers effectively, we prioritize internal education for our sales and contract teams. All sales staff receive comprehensive training on the availability and use of cooperative contracts through dedicated sales training sessions, webinars, and integrated tools like HubSpot. Additionally, we are continuously enhancing our internal resource guides to provide detailed information on cooperative contracts, including availability dates, authorized users, price lists, and relevant terms and conditions. These guides also include public links and resources that can be shared directly with customers to improve their awareness and connect them to cooperative purchasing options like Sourcewell.</p> <p>Our HubSpot system is designed to streamline order processing and includes internal links to available cooperative contracts, enabling our sales team to quickly provide customers with the necessary details for pricing discussions and procurement justification. This ensures a seamless experience for agencies looking to leverage cooperative contracts for their purchases.</p> <p>BRINC also hosts public webinars and blogs to educate potential customers on the various purchasing options available to them, including cooperative contracts. These pieces are designed to empower agencies with the knowledge they need to make informed decisions.</p> <p>Furthermore, we actively seek to hire staff, including legal and contracting professionals, with expertise in cooperative contracts. This not only strengthens our internal capabilities but also enhances our ability to support customers in navigating cooperative purchasing opportunities.</p> <p>At BRINC, we are dedicated to making it as easy as possible for public safety agencies to access our innovative drone technology through cooperative contracts like Sourcewell, ensuring they can focus on what matters most: saving lives and protecting communities.</p> <p>Learn more about BRINC and our commitment to cooperative purchasing at brincdrones.com.</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>At BRINC, we leverage technology and digital data to maximize our marketing effectiveness and reach public safety agencies with mission-critical solutions.</p> <p>We utilize social media platforms like LinkedIn, Twitter, Facebook, and Instagram to showcase our industry-leading drone technology. By analyzing engagement metrics such as impressions, shares, and comments, we refine our content strategy to optimize reach and impact. Our messaging is tailored to ensure it resonates with first responders, industry leaders, and decision-makers.</p> <p>We use our Hubspot database to track performance analytics for blog posts, email campaigns, and press coverage to assess effectiveness and continuously refine our messaging. Website traffic and engagement data help us understand what content resonates most with our audience, allowing us to focus on high-value topics like Drone as First Responder (DFR) solutions and two-way communications technology.</p> <p>We also maintain a website with detailed information not only about our fleet of products but also about our holistic programs and subject matter expertise on how agencies can start and scale successful drone programs.</p> <p>We utilize video demonstrations, case studies, and interactive content to illustrate the real-world impact of DFR technology. By integrating multimedia content into our website and social media strategy, we drive engagement and educate agencies on the benefits of our integrated drone solutions. By combining these data-driven approaches with cutting-edge digital tools, BRINC ensures our message reaches the right audience, empowering first responders with the next generation of life-saving technology.</p> <p>An example of some of our video and social content can be found here: https://www.youtube.com/watch?v=ndU0Con2pu0</p>

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?	<p>Sourcewell plays a critical role in promoting cooperative contracts to law enforcement agencies, many of which may not realize they are already members of a cooperative. BRINC has observed that awareness of cooperative membership is often low, and Sourcewell's outreach and education efforts can help bridge this gap by informing agencies of the purchasing opportunities available to them.</p> <p>While BRINC does not currently hold a Sourcewell contract, we are eager to integrate a Sourcewell-awarded contract into our sales process to make it easier for public safety agencies to access our innovative drone technology. Upon award of a contract, we will immediately announce it to our sales teams and update our HubSpot system to ensure that all relevant contract details, pricing, and terms are readily accessible. This will enable our sales representatives to quickly identify and promote the Sourcewell contract as a purchasing option for eligible agencies.</p> <p>In cases where an agency or our agency point of contact is not aware of their membership, we can handle that education process through our sales team and outbound marketing.</p>	*
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.	BRINC does not have an e-commerce or e-procurement function. Orders are processed directly as discussed in line item 29.	*

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.	<p>BRINC is proud to offer standard training, which is included in the prices of our products. We provide different types of training for different products, but all courses offered are comprehensive and designed to help customers become competent and confident in using their solutions operationally. BRINC employees or fully-trained contractors complete all BRINC training. All members of training BRINC's training team have public safety experience.</p> <p>Training includes providing customers with all guides and manuals for their products. These are also available via BRINC LiveOps and upon request from our training or Customer Success team members.</p> <p>BRINC is proud to offer a BRINC Ground School for our airborne platforms, which is POST (California Peace Officer Standards and Training) certified. This school is also available for our Safeguard customers, who receive continual training whenever their hardware is refreshed.</p> <p>Additional training, including a train-the-trainer course, is available for purchase.</p> <p>Just as BRINC technology and solutions improve and innovate, so do our trainers and the courses we offer to ensure customers are on the cutting edge.</p>
42	Describe your proposed solutions integration and interoperability capabilities with other communication and technology components.	<p>BRINC is committed to providing solutions, including robust integration and interoperability capabilities with other communication and technology components used by public safety agencies. We aim to allow our customers to use all possible systems to maximize efficiency. Some integrations and interoperability capabilities include but are not limited to:</p> <ul style="list-style-type: none"> - Integrate with digital evidence management (DEMS) - Integration within real-time crime centers (RTFF) - Integrate with Computer Aided Dispatch (CAD) - Integrate with 3rd party video streaming platforms - Integration with Gunshot Detection System and ALPR systems - Ingest FAA advisories for drone systems - Ingest ADS-B from aircraft - Ingest weather data - Ingest data from ground-based radar solutions
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>BRINC recognizes and fully complies with all local, state, and federal government requirements.</p> <p>BRINC uses AWS as its cloud provider of choice. Since 2023, renewable energy sources, including US East/West and GovCloud, have matched 100% of electricity consumed across 22 AWS data center regions.</p> <p>BRINC aims to minimize waste by recycling and reusing materials when possible. Another green initiative in the building at our Seattle headquarters includes recycling and compost bins in dining areas in addition to trash bins.</p>
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.	N/A
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>BRINC is proud to produce purpose-built hardware and solutions specifically for public safety. With this defined focus, we aim to provide the most intentional products, keeping people safe in dangerous situations.</p> <p>A key feature of our products is two-way communications established via mesh radio and LTE networks. This feature is standard on our BRINC Ball, a throwable cell phone, and our indoor tactical offering, Lemur. We have continued this feature with our next Responder and Guardian drone platforms.</p> <p>BRINC is committed to innovating our products while receiving customer input and feedback. When Sourcewell participating entities purchase from BRINC, they become not only customers but also partners. Working with more than 500 agencies across the United States, we are proud to provide technology in the service of public safety.</p> <p>The partnership with members does not stop at the time of sale or delivery. BRINC offers world-class customer service, implementation, and training. This partnership continues throughout the life of a contract, as our customers have direct lines of communication with Account Executives, Customer Success, Training, Leadership, and Engineering team members.</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 <input checked="" type="radio"/> No	N/A	*
47		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
48		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
49		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
50		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
51		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
52		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
53		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
54		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

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.	Payment terms are net 30. Preferred payment methods include ACH or wire transfer. Paper check is acceptable if requested.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	BRINC does not offer leasing or financing options. However, our MSPA does have a provision that allows an agency to cancel if sufficient funds are not appropriated.	*
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.	BRINC's Master Services and Purchasing Agreement is a standard transaction document that includes the terms and conditions we propose to use in connection with an awarded contract. A sample MSPA has been uploaded with our response.	*
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?	BRINC can accept P-card payments up to \$3,000. Other P-card payments may be accepted on a case-by-case basis.	*

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 Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	BRINC is providing line-item discounts. Discounts will be reflected in the price list included in the document upload section.	*
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.	BRINC will be providing up to 2.5% from MSRP.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	BRINC does not provide quantity or volume discounts. Discounts may be applied on a case-by-case basis. BRINC offers a program called BRINC Beyond, which provides agencies with credit for existing platforms to transition to purpose-built BRINC products.	*
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.	BRINC generally sells at the sourced party's MSRP. Discounts may be applied on a case-by-case basis.	*
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.	All standard costs, such as those for implementation and training, are included in standard pricing for members based in the United States. Shipping, installation and training charges may be applied to orders outside the United States.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery and shipping are included in our costs.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight delivery and shipping are included in our costs for entities in the United States including Alaska and Hawaii. Freight, delivery and shipping will be added separately as a quoted line for entities in Canada.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	BRINC offers expedited shipping upon request. We can also facilitate in-person delivery at our headquarters or during training.	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	BRINC uses HubSport as our CRM and quoting tool. All Sourcewell contract SKUs will be built-in and tracked there. We track each deal we work on with a customer. When it is selected that Sourcewell pricing is being provided, a discount is calculated. Further, these quotes are approved by sales leadership or sales operations to ensure compliance. Sales Operations runs quarterly reports to review all contracts closed during the previous quarter using a cooperative agreement. Our implementation and production team confirms this to ensure unshipped contracts are accounted for.	*
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.	BRINC will track the following internal metrics to measure success with this agreement. - The number of agencies who utilize the cooperative. - The dollar amount of sales associated with the cooperative. - Impact or demand generated from marketing efforts regarding an awarded agreement.	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell 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.	BRINC proposes an Administration Fee of 1.05% on all equipment, products, and services to all participating entities.	*

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.	BRINC maintains consistent pricing across all cooperative and state contracts. BRINC can negotiate special pricing directly with a Sourcwell member entity on a case-by-case basis.

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.	<p>Responder Built for public safety, BRINC's Responder is the world's first purpose-built 911 response drone. As with all BRINC products, this drone is NDAA-compliant and made in the United States. Responder includes 2-way communication capabilities with a loudspeaker, emergency lights, sirens, thermal camera, and mesh networking to work as an airborne communication system. Responder is designed to work as a patrol-based aerial platform capable of overwatch and communicating with individuals or the public. Examples include missing persons when the drone can be launched, and an announcement with a description of the missing person can be made via the loudspeaker. If someone is in distress, the drone can land, and a two-way conversation can be carried out through the drone between the person and the operator. Responder is also designed to fit seamlessly into the BRINC Drone as First Responder (DFR) Solution with features including Remote piloting, CAD/911 integration, auto-dispatch from the Station, and Multi-Drone Live Streams. The responder can be remotely operated with integrated 4G LTE. Installed antenna masts throughout a jurisdiction can manage mesh networking to create a redundant communication network. The integrated loudspeaker and microphone enable clear and reliable communication. Loudspeaker at 95 dBA The microphone can pick up sounds from more than 100 feet away Responder can carry and deliver life-saving emergency payloads, including Narcan, EpiPen, or personal flotation devices (PFD). When combined with communication capabilities, Responder can deliver life-saving payloads, and a remote operator can provide instructions on how to use them if needed.</p> <p>Station Station is designed to house Responder for DFR deployments Station launches, protects, and recharges the Responder airborne communication system. Features include: <5 second Deployment Time Large vehicle mountable Starlink / Solar Compatible Standard power input Weather resistant Charge 0 to 90% in 35 minutes Corrosion resistant Integrated HVAC</p> <p>Lemur 2 Lemur 2 is an airborne communication system designed to enter dangerous situation to keep people safe. NDAA compliant, this system is made in the United States. Designed for indoor use, including for tactical or building search, the Lemur 2 has many unique features: 4k Day time, night vision and thermal sensors 360 degree position hold Realtime floor plans Glass Breaker Attachment 2-way Communications Live Stream off-site Mesh network capability via BRINC Connect. The above features combine to allow Lemur 2 to be flown into a structure by an operator/pilot from a safe position. When it enters a building, it broadcasts a video that can be live-streamed via BRINC LiveOps and can be viewed by other agency members with access. Lemur 2's two-way communication ability allows the operator to land the drone, turn off the motors, and establish communication from a safe distance. It can be used to be flown into an unstable environment and make</p>

		<p>announcements for search and rescue applications.</p> <p>With BRINC Connect, Lemur 2 systems can work as signal repeaters to create a mesh network. 1 BRINC Pilot controller can work with multiple Lemur 2 systems. The signal is AES-256 encrypted and can penetrate through walls.</p> <p>BRINC Ball BRINC Ball is a communications system designed to provide an alternative to the throw-phone commonly used by public safety agencies. In the form factor of a ball, BRINC Ball provides two-way communication via LGE, much like a cell phone. Designed to survive impact upon deployment, BRINC Ball is ruggedized to provide operators with confidence in establishing communication from a safe distance. BRINC Ball can be used for two-way communication or for announcement broadcasts in any environment. BRINC Ball can be used with BRINC LiveOps to allow for remote communication, transcription and translation.</p> <p>BRINC LiveOps BRINC LiveOps provides unified operations for all BRINC systems. BRINC LiveOps is proprietary and works with BRINC systems for: Teleoperations AR Map overlays Live Streams Place and REcord Calls Evidence Storage Transparency Portal Integrations. BRINC LiveOps provides remote flight operations to dispatch drones to incident locations automatically. The drones can stream live video, make remote announcements, and control attachments (e.g., payloads), and Stations. Multi-system live streaming allows an agency to stream all BRINC systems to LiveOps on a single page. BRINC LiveOps ensures the safe deployment of airborne communication systems by ingesting data from ADS-B, Ground-based radar, and weather systems to provide total airspace awareness. BRINC LiveOps connects to CAD, RTCC, evidence management, ALPR, gunshot detection, 911 call-sharing software, and more to integrate these systems seamlessly into daily operations. Agencies can directly initiate two-way communications to any BRINC device from LiveOps, facilitating swift de-escalation from anywhere in the world. BRINC LiveOps features a Transparency Dashboard to provide clear and open public insight into an agency's program. BRINC has taken steps to ensure the safety of data input to LiveOps. Every piece of data generated by an agency remains its own. LiveOps is AES-256 / FIPS 140-2 encrypted, and all data is securely hosted on AWS servers within the US. It adheres to the FBI's CJIS standards for criminal justice information, guaranteeing lawful and secure data handling. BRINC Connect BRINC is proud to pair cell and radio systems with the BRINC Connect blended communication system, which combines the benefits of each while adding redundancy and flexibility. Agencies can customize communication and streamline response by ensuring seamless integration of all systems: BRINC Pilot, Lemur 2, Responder, and BRINC LiveOps. The system involves meshing radio technology to increase spectral efficiency and deliver robust, reliable communication links to BRINC Connect. By embedding this innovative radio technology into the BRINC Pilot controller and our airborne communication systems (drones), we offer a seamless communication framework across platforms. We provide a seamless communication framework across platforms by embedding this innovative radio technology into the BRINC Pilot controller and our airborne communication systems (drones) For agencies with diverse needs, BRINC Connect can include repeater kits leveraging software-defined radios to customize frequency ranges based on customer needs. A BRINC Connect Tacitacel Repeater Kit can be strapped to an officer's vest or placed where needed for tactical and manual deployments. Vehicle-mounted repeater kits allow you to scale out your connectivity for agencies with a lot of ground to cover. Finally, a fixed site repeater kit allows agencies to solve known radio interference problems and boost capacity. The fixed site is part of our single-site DFR solution featuring Responder or Guardian systems.</p>	*
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ol style="list-style-type: none"> 1. Airborne communication systems 2. Connectivity and interoperability devices, hardware, and equipment for the connection of communication systems and endpoints, including mesh networks and mesh radios. 	*

Table 7B: 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 <input type="radio"/> No	BRINC LiveOps cloud-based software provides alerts to emergency calls for service and other integrated services such as ALPR, gunshot detection.	*
74	Dispatch/control room consoles and associated integrated communications equipment;		<input checked="" type="radio"/> Yes <input type="radio"/> No	BRINC LiveOps cloud software integrates directly with 911 and Computer Aided Dispatch (CAD) with devices that include two-way communications.	*
75	Wearable or portable communication devices, including biomonitors wearables, alerting or paging systems		<input checked="" type="radio"/> Yes <input type="radio"/> No	BRINC Ball is a portable communication device. BRINC ball is a two-way communication device in the form-factor of a ball. Example use cases include: <ul style="list-style-type: none"> - Deployment into a situation with an individual barricaded. This acts as a cell phone that public safety agencies can call to gain communication. They can allow others, including family members, to contact the ball to help a dangerous situation end peacefully. - Search and Rescue: in an instance where someone is in a collapsed building or hard-to-reach area, a ball can be deployed for an announcement to gain the awareness of someone in trouble. - Multi-level buildings, Multiple BRINC Balls can be deployed to make mass announcements during emergencies. 	*
76	Connectivity and interoperability devices, hardware, and equipment for the connection of communication systems and endpoints, including:		<input checked="" type="radio"/> Yes <input type="radio"/> No	BRINC is proud to pair cell and radio systems with the BRINC Connect blended communication system, which combines the benefits of each while adding redundancy and flexibility.	*
77		Satellite communications equipment;	<input checked="" type="radio"/> Yes <input type="radio"/> No	BRINC infrastructure installations include Starlink satellite communication capability. Certain BRINC airborne systems have integrated satellite communications systems.	*
78		Portable and deployable wireless hubs, routers, and networks	<input checked="" type="radio"/> Yes <input type="radio"/> No	BRINC infrastructure solutions include wireless hubs, routers, and networks to enable redundant communications in areas without such infrastructure.	*

79		Mesh networks and mesh radios	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>BRINC is proud to pair cell and radio systems with the BRINC Connect blended communication system, which combines the benefits of each while adding redundancy and flexibility.</p> <p>Agencies can customize communication and streamline response by ensuring seamless integration of all systems: BRINC Pilot, Lemur 2, Resonder, and BRINC LiveOps.</p> <p>The system involves meshing radio technology to increase spectral efficiency and deliver robust, reliable communication links to BRINC Connect. By embedding this innovative radio technology into the BRINC Pilot controller and our airborne communication systems (drones), we offer a seamless communication framework across platforms. We provide a seamless communication framework across platforms by embedding this innovative radio technology into the BRINC Pilot controller and our airborne communication systems (drones)</p> <p>For agencies with diverse needs, BRINC Connect can include repeater kits leveraging software-defined radios to customize frequency ranges based on customer needs. A BRINC Connect Tacitacal Repeater Kit can be strapped to an officer's vest or placed where needed for tactical and manual deployments. Vehicle-mounted repeater kits allow you to scale out your connectivity for agencies with a lot of ground to cover. Finally, a fixed site repeater kit allows agencies to solve known radio interference problems and boost capacity. The fixed site is part of our single-site DFR solution featuring Responder or Guardian systems.</p>	*
80		Land mobile/broadband radios	<input checked="" type="radio"/> Yes <input type="radio"/> No	See #79 above.	*
81		Push to Talk over Cellular (PoC) handsets	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
82		High Power User Equipment (HPUE) for LTE	<input checked="" type="radio"/> Yes <input type="radio"/> No	BRINC offers cellular backhaul solutions for our launch site connectivity that uses High Power User Equipment (HPUE) for LTE	*

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

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](#) - Sourcewell BRINC US Domestic Pricelist 02_05_2025.pdf - Wednesday February 05, 2025 17:38:35
 - [Financial Strength and Stability](#) - BRINC+Drones,+INC._Profit+and+Loss (25).xlsx - Wednesday February 05, 2025 12:43:10
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - BRINC MSPA 2025 (Current).docx.pdf - Wednesday February 05, 2025 12:44:21
 - [Requested Exceptions](#) - Sourcewell RFP_020625_Public Safety_Communications_Eqpt_Master_Agreement.docx - Wednesday February 05, 2025 18:50:17
 - Upload Additional Document (optional)

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. - Nolan Sieger, Senior Sales Operations Manager, BRINC Drones, 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 Wed January 29 2025 03:10 PM	<input checked="" type="checkbox"/>	4
Addendum_12_Public_Safety_Communications_Eqpt_RFP_020625 Wed January 29 2025 03:09 PM	<input checked="" type="checkbox"/>	4
Addendum_11_Public_Safety_Communications_Eqpt_RFP_020625 Tue January 28 2025 01:37 PM	<input checked="" type="checkbox"/>	1
Addendum_10_Public_Safety_Communications_Eqpt_RFP_020625 Mon January 27 2025 04:19 PM	<input checked="" type="checkbox"/>	1
Addendum_9_Public_Safety_Communications_Eqpt_RFP_020625 Mon January 27 2025 10:15 AM	<input checked="" type="checkbox"/>	1
Addendum_8_Public_Safety_Communications_Eqpt_RFP_020625 Tue January 21 2025 09:01 AM	<input checked="" type="checkbox"/>	1
Addendum_7_Public_Safety_Communications_Eqpt_RFP_020625 Thu January 16 2025 03:36 PM	<input checked="" type="checkbox"/>	1
Addendum_6_Public_Safety_Communications_Eqpt_RFP_020625 Wed January 8 2025 11:08 AM	<input checked="" type="checkbox"/>	1
Addendum_5_Public_Safety_Communications_Eqpt_RFP_020625 Fri January 3 2025 03:19 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Public_Safety_Communications_Eqpt_RFP_020625 Mon December 30 2024 04:32 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Public_Safety_Communications_Eqpt_RFP_020625 Fri December 27 2024 09:56 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Public_Safety_Communications_Eqpt_RFP_020625 Tue December 24 2024 01:46 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Public_Safety_Communications_Eqpt_RFP_020625 Wed December 18 2024 08:04 AM	<input checked="" type="checkbox"/>	1