

**Solicitation Number: RFP #051321****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Motorola Solutions, Inc., 4625 Lake Park Blvd., Salt Lake City, UT 84120 (Vendor).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires July 27, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

Freight, title and risk of loss terms will be as set forth in Vendor's then-current Master Customer Agreement, and related addenda, as applicable, which will be made available to Participating Entities at the time of purchase.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Vendor will require the use of Vendor's then-current Master Customer Agreement, and related addenda (Equipment Purchase and License Addendum, Subscription Software Addendum, Software Products Addendum, and Maintenance and Support Addendum), as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity, after receipt of notice from Sourcewell or the Participating Entity, and fails to correct such breach within thirty days.

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. LIABILITY

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

Vendor's obligations to indemnify or hold harmless Participating Entities will be as set forth in Vendor's Master Customer Agreement, and related addenda.

12. GOVERNMENT DATA PRACTICES

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

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable United States patent or copyright laws. Vendor's obligations to indemnify or hold harmless Participating Entities for intellectual property infringement will be as set forth in Vendor's then-current Master Customer Agreement, and related addenda.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

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

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

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts listed below:

Limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, 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, products-completed operations, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Employers Liability, Commercial General Liability, and Commercial Automobile.

Limits:

\$2,000,000

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

Limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this

Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to

laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

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

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

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

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

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

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

also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

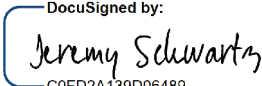
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements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

22. CANCELLATION

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

Sourcewell


Motorola Solutions, Inc.

DocuSigned by:

By: _____
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/23/2021 | 6:38 AM CDT

DocuSigned by:

By: _____
7EC86239872B43D...
Micah Applewhite
Title: VP MSSSI & Director of Software Sales
Date: 7/22/2021 | 6:18 PM CDT

Approved:

DocuSigned by:

By: _____
7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 7/23/2021 | 7:47 AM CDT

RFP 051321 - Public Safety Software

Vendor Details

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

Submission Details

Created On: Thursday April 08, 2021 11:36:43
Submitted On: Wednesday May 12, 2021 18:15:18
Submitted By: Brian Wahl
Email: brian.wahl@motorolasolutions.com
Transaction #: 4ec238f8-30c4-4542-8341-c3264fc0ec7c
Submitter's IP Address: 104.153.228.65

Specifications**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Motorola Solutions, Inc
2	Proposer Address:	4625 Lake Park Blvd. Salt Lake City, UT 84120
3	Proposer website address:	https://www.motorolasolutions.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Micah Applewhite VP MSSSI & Director of Software Sales 10680 Treena St, Ste 200 San Diego, CA 92131 micahapplewhite@motorolasolutions.com 970.368.2775
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brian Wahl Field Sales Executive 4625 Lake Park Blvd. Salt Lake City, UT 84120 brian.wahl@motorolasolutions.com 708.870.1015
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A. Brian Wahl will serve as your sole contact for this proposal.

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>On September 25, 1928, the Galvin Manufacturing Corporation was incorporated as an Illinois corporation. Its name was changed to Motorola, Inc. on May 15, 1947. Motorola was then merged into its wholly-owned subsidiary, Motorola Delaware, Inc. a Delaware corporation, in 1973. Effective January 4, 2011, the name was changed to Motorola Solutions, Inc.</p> <p>Motorola has a long history of providing and supporting public safety operations, supplying our customers with the innovations they need to secure critical information, and best respond in the moments that matter. Motorola Solutions is a global leader in mission critical communications and analytics. Our technology platforms in mission critical communications, command center software and video security, bolstered by managed and support services, make cities safer and help communities and businesses thrive.</p> <p>The proposed Flex solution has supported critical public safety computer operations for 38 years, with numerous customers who have utilized the system for years and even decades. This exceptional customer longevity is a testament to the high level of customer satisfaction with Flex.</p> <p>Today, Flex is used by more than 2,400 public safety agencies across the United States, and our user base continues to expand each year. In fact, in the last two years alone, more than 325 new customers have selected Flex as their software of choice through organic sales – with more than half of all new customers resulting from client referrals, which is a clear testament to our customer satisfaction.</p> <p>Flex's Track Record</p> <p>The Flex team's record of excellence has placed us in a position to lead the industry well into the future. Our commitment to providing world-class service and software to the public safety sphere is demonstrated by the consistent satisfaction of our customers, our continued investment in the solution, and industry-leading support:</p> <ul style="list-style-type: none"> • We provide technical support in a timely manner – our current customer support response time has averaged less than one hour. • The Flex team is committed to enhancing and expanding our product offerings – with more than 50 integrated software modules. <p>Investment in Public Safety Software</p> <p>To further expand our system functionality, Motorola is working to deliver the most advanced solutions available, with total integration across our entire product portfolio. We currently invest thousands of hours into refining user-requested enhancements, and have committed the resources needed to support our customers today and well into the future:</p> <ul style="list-style-type: none"> • Roughly 25% of Flex annual revenue is reinvested into software development • Approximately 32% of the entire Flex team is dedicated to evolving the software <p>We are fully committed to developing and refining software solutions that encompass key aspects of public safety operations, including CAD, RMS, Mobile applications, JMS, crime analysis, and more; and we look forward to working closely with each agency to customize the best software solution to meet their unique needs.</p>
8	What are your company's expectations in the event of an award?	Motorola looks forward to leveraging the Sourcewell contract for future CAD/RMS/JMS projects in the event of an award.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	As Motorola Solutions, Inc. is a publicly traded company, we are required to release annual audited financial statements that are publicly available on the SEC website. In addition, Motorola Solutions' financial snapshot, audited financial statements, and other financial relevant information is provided on the Company website under Investor Relations. For more information, go to: http://investors.motorolasolutions.com/
10	What is your US market share for the solutions that you are proposing?	Currently, Motorola Solutions serves more than 2,800 customers across our public safety CAD and Records solutions.
11	What is your Canadian market share for the solutions that you are proposing?	Motorola Solution's Flex CAD/RMS offering does not have any market share in the Canadian market. Flex is only compliant and offered within the US market.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Motorola Solutions has not filed for bankruptcy in any form, nor does it have any current intentions of filing any type of bankruptcy proceedings.
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) Motorola Solutions manufactures, sells, and delivers the proposed products and services. All of the individuals are Motorola employees.
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Criminal Justice Information System (CJIS) Certification (see Table 15). ISO Certification (see Table 15).

15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Motorola Solutions, Inc. ("Motorola") asserts that, to the best of its knowledge and belief, that presently, and for the last fifteen (15) years, neither it, its subsidiaries, nor their principals are or have been debarred or suspended from covered transactions by any government entity.	*
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Around the world, Motorola Solutions has been consistently recognized for our technology leadership and business strength. Fortune World's Most Admired Companies, Network and Other Communications Equipment, 2021 The Wall Street Journal Management Top 250, No. 108, 2020 Bloomberg 50 Companies to Watch in 2020, 2019 Government Technology GovTech 100, 2021	*
17	What percentage of your sales are to the governmental sector in the past three years	The entire Flex organization is devoted to the development, service, and support of the only product we offer – our community safety software. We are committed to providing the public safety professionals we serve with the best products and services in the industry, and believe that the only way to do so is to focus exclusively on this specific needs. Many of our employees are former members of the public safety community, which provides them insight into industry standards and needs that could come from nowhere else.	*
18	What percentage of your sales are to the education sector in the past three years	Motorola Solutions is exclusively dedicated to community safety software, which we also provide to the education sector.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Motorola Solutions maintains cooperative agreements through the NASPO Valuepoint (# 06913) and H-GAC (RA05-18) to allow agencies to procure our products without having to go through the tedious process of soliciting, gathering, and analyzing multiple vendor responses to a formal RFP. Our cooperative agreements have already been competitively bid and aggressively negotiated to pass along favorable contract terms, discounted pricing, and time savings to the procuring agencies who use them. HGAC averages \$50M per year from 2018 through 2020, and NASPO Valuepoint sales have averaged \$100M per year in the same timeframe.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Lewiston Police Department, ID	Suzanne Banks	208.746.0171	*
Cowlitz County Sheriff's Office, WA	Chief Deputy Troy Brightbill	306.577.3092 ext. 7243	*
Nampa Police Department, ID	Carmen Boeger	208.697.3774	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Chesterfield County	Government	Virginia - VA	Full Deployment	Over \$1M on average	\$16,256,580.96	*
Loudoun County	Government	Virginia - VA	Full Deployment	Over \$1M on average	\$14,596,033.90	*
City of Oakland	Government	California - CA	Full Deployment	Over \$1M on average	\$9,399,467.00	*
Baltimore County	Government	Maryland - MD	Full Deployment	Over \$1M on average	\$7,602,689.00	*
York County	Government	Virginia - VA	Full Deployment	Over \$1M on average	\$7,136,219.90	*

Table 6: Ability to Sell and Deliver Service

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 *
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23	Sales force.	Motorola has approximately 1000 direct (Motorola badged) sales employees. In addition, Motorola has a Manufacturer's Representative (MR) channel consisting of over 100 entities that cover the United States. These MRs help primarily with Sales activities although services and sales associated with this contract will flow directly through Motorola. Including the MR channel, Motorola has sales and service representation in all 50 states.	*
24	Dealer network or other distribution methods.	Motorola has sales channel partners although products and service delivery is managed directly through Motorola Solutions. The channel partners are located across the United States, in every state.	*
25	Service force.	Motorola employs approximately 100 customer support and service associates specifically dedicated to troubleshooting and assisting our software customers with issues that arise. Located in Utah and in Illinois, these teams are ready to help remotely and will travel to customer locations when appropriate.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Software Maintenance and Support</p> <p>The Flex team employs highly trained customer service agents dedicated to ensuring our customers' systems run smoothly. We also provide a variety of ways for customer agencies to access these support professionals.</p> <p>Toll-Free Hotline Support</p> <p>The Flex team provides a toll-free number for exclusive use by certified system administrators. Each call is routed through support staff to ensure immediate assistance and maximum customer satisfaction.</p> <p>Help Desk Support</p> <p>The Flex team has also established a Help Desk, designed specifically to provide telephone assistance to our software customers. Trained Help Desk personnel are available during standard business hours, Monday through Friday, to provide quick answers to questions and immediate assistance with basic system issues.</p> <p>Coverage Options</p> <p>Both standard and extended support coverage options are available to ensure customers have the access they need. Standard coverage includes support Monday through Friday, excluding holidays, during normal business hours. Extended coverage is available for a small additional charge, and includes support 24 hours per day, 7 days per week, 365 days per year. For those customers who do not elect extended coverage, after-hours support is still available. However, it is subject to charges, according to the current Flex fee schedule outlined in the Support Agreement.</p> <p>The Flex team employs industry-leading support professionals who are available at all times to address any concern for our customers. As a company practice, we do not outsource any of our support or customer service operations. Instead, all customer service questions are handled directly from Flex corporate headquarters in Salt Lake City, UT. This allows our support staff to interact closely with our developers and product instructors for answers to complex questions.</p> <p>Customer Success</p> <p>The Customer Success Advocates (CSAs) provide ongoing, active engagement with an agency from deployment through renewal or expansion to maximize usage, value and product satisfaction. The Customer Success Advocates (CSAs) will engage regularly with the customer throughout the service contract. The goal of this engagement is to evaluate customer sentiment, provide insight on progress toward agency goals and outcomes and answer questions that exist outside of support engagement. In addition, the CSA will provide ongoing customer communication about progress, timelines and next steps and assist the customer in navigating MSI processes to help them achieve their goals.</p> <p>Example Activities Include:</p> <ul style="list-style-type: none"> -Partner with an agency to identify and document their goals and objectives around the purchase of the software solution. -Participate in Deployment to Service handover calls for each customer launch (both Internal and customer facing calls) -Validate that the primary customer contacts have the information needed to maximize engagement with Motorola Solutions. -Serve as Customer Advocate (Post Implementation) -Drive Customer Adoption & Value Maximization (post implementation) -Provide Acct/Customer Escalations (Post Implementation) -Conduct customer Sentiment Check-Ins (Post Implementation) -Support the customer throughout the life cycle of the service contract and act as a point of escalation between MSI and customer, as required -Assist in coordinating the application of software updates, as required 	*
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Motorola is willing to provide the products and services contained within the RFP response to the Sourcwell Participating agencies in the United States. As one of the largest providers of public safety technology, Motorola is uniquely positioned to provide the requested software solutions to Sourcwell participating agencies.	*
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Motorola is not willing to provide products or services to Canada through this agreement.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	If awarded, Motorola will not be serving Canada or US territories through this agreement.	*

30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No specific requirements apply to Alaska or to Hawaii.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Motorola does not market externally to promote specific contract opportunities. If awarded, Motorola will promote the usage of this contract internally to our 1000+ person salesforce and partner channels (if appropriate).	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Motorola is not planning on digitally promoting the use of this contract.	*
34	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	Sourcwell's role in promoting this contract is 3 fold: 1)Build credibility of the contract and promote directly to potential customer base. 2)Provide sufficient justification illustrating the competitive nature of the bid and guidance on how this satisfies the competitive requirements that typical State and Local government procurement departments require. 3)Provide an easy and clear conduit for vendor sales and interested customer entities to search and verify pricing and contractual documents.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The solutions provided in our response are specifically configured for each user agency, and therefore not available through an e-procurement ordering process. One of our ~1000 salespeople teamed with a software engineer and implementation team will be able to guide the participating agencies through the ordering and implementation process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Thorough initial training is critical to the successful operation of any public safety software system and comes standard with product purchase. Well-trained users input data more efficiently, make fewer mistakes, and generally contribute more to agency objectives. Our approach to training ensures the agency has an optimal understanding of how to maximize its use of the solution.</p> <p>Experienced Instructors</p> <p>Flex trainers are committed to providing professional guidance to each individual they serve. Most of our trainers are current or former public safety professionals, and are familiar with the challenges that public safety agencies face. Many served as SAAs during their tenure with their own agencies, and our customers benefit greatly from their expertise in using the system. These experienced professionals work closely with project administrators to determine the agency's specific training needs, and to customize a plan that will meet and exceed those needs.</p> <p>End User Training</p> <p>Our training philosophy is based on the idea that working directly with the software is the best way to learn its functionality. End user training consists of classroom instruction, written exams, practical exercises, and interactive discussion forums. In the classroom, the Flex instructor reviews documentation, software maintenance policies, and the correct procedures to follow for timely maintenance response. This ensures that maintenance is addressed efficiently by both the customer and Flex personnel. The written exams evaluate conceptual understanding, and the practical tests evaluate the end user's ability to operate the software.</p> <p>System Administrator Training</p> <p>The agency's SAA offers specialized training courses and documentation. SAA. These courses include instruction on basic application administration, system fundamentals, maintenance operations, code table setup, and project team development. The SAA typically has "super user" privileges, which allow them to perform any task at any time (for example, maintenance, security, and user application). The SAA also assists users with system applications, and operates a help desk for system issues.</p> <p>Onsite Training Meeting</p> <p>The Flex team's training coordinator meets onsite with agency representatives to finalize the training schedule for agency approval and conduct a workflow analysis designed to prepare Flex trainers for unique agency needs.</p> <p>Web-Based Training</p> <p>Flex offers a variety of web-based training resources to help users learn critical skills and facilitate continuing education beyond implementation and Go-live. All of our customers have access to a full, online learning management system (LMS). This online resource, which is available in various tiers to meet your agency's specific needs, features a</p>	

modular platform with a range of topics to enhance the continuing education of personnel. Agency staff have ready access to the following:

- Short video tutorials
- Quizzes (customizable to reflect your agency's workflow)
- Administrator audits and reports to ensure user accountability
- Other tools to optimize learning

The Flex team also conducts periodic web demonstrations. This education is traditionally provided through a conference call, in which agency personnel follow along at their own workstations. Our team of highly skilled trainers leads web sessions focused on our fundamental software products, in addition to new features and products that are still in the development process.

Summit Conference - Additional Cost

For additional training and continuing education, agency representatives can attend Motorola's annual Summit Conference, which provides opportunities to receive in-depth instruction, assess new products and services, and network with other public safety professionals. In 2019, more than 1,200 people attended the conference, representing more than 370 customer agencies nationwide.

During Users' Conference, the Flex team traditionally offers more than 170 hours of Flex-focused classes over a three-day period:

- Courses are organized according to specific module, or Flex product; for example, CAD, Mapping, Jail, and Response Plans.
- Training targets System Administrators specifically, in addition to beginning, intermediate, and advanced users of the software.
- In-depth discussion forums for administrators promote efficiency and help agencies realize the full value of the system.

Each year, many of our client success managers, support personnel, and trainers attend User's Conference to offer immediate answers to our customers' unique needs. With expert-led instruction and hands-on training, users can learn how to truly maximize their system proficiency, streamlining daily operations and improving results.

MySpillman and Knowledge Center

Personnel can also access their personal MySpillman page at www.spillman.com. This site provides many special support features, including a problem management center for submitting support requests, our searchable Knowledgebase. This online knowledgebase contains:

- Troubleshooting solutions to various customer issues
- Clearly defined documentation and user manuals
- Downloadable ad hoc reports
- Flex community message board, which allows agencies to exchange information with other Flex users

All of these features, combined with our unrivaled support department, give agencies the ability to troubleshoot issues without having to call customer support, but also provide a safety net in the event agency personnel cannot resolve an issue on their own which gives agencies both independence and peace of mind.

Our online Knowledgebase is accessible to all customers, and is designed to enhance support and training opportunities. Agency personnel can easily find information to aid in the operation of the system and solutions to common troubleshooting issues. Our Knowledgebase also includes instructional materials designed to augment usability and create training opportunities. The MySpillman feature allows agencies to search thousands of Flex records including, but not limited to:

- Educational documentation
- User manuals
- Popular support issues
- Common problem records
- "Spillman in Action" case studies
- Media coverage
- Press releases

Agencies can leverage the knowledgebase by entering search criteria in a variety of fields to expand user understanding, improve system use, and network with other Flex customers to address common concerns.

These fields include:

- Document number
- Error number
- Executable or software version
- Category or subcategory
- Record type
- Keywords

The agency will have many options when it comes to receiving Flex support, whether performing a quick search through the Knowledgebase, or following the detailed guidance of a technical analyst. Our online Knowledgebase will prove a valuable asset as the agency moves through training and into the live stage of the project.

<p>37</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>Consolidated Records</p> <p>CommandCentral aggregates and intelligently organizes all of your agency's digital content in one place. By bringing together all of your digital evidence from a variety of different systems - from audio logs and photos to citizen and security footage - you can simplify content management and streamline workflows.</p> <p>Integrated Call Control</p> <p>Motorola Solutions offers a more efficient call management approach by integrating call handling into CAD and easing the call taker's already stressful job. The result is a more efficient workflow that saves time. The call taker minimizes keystrokes, reduces errors, and speeds response. Now, answering a call, creating an incident, and dispatching and releasing a call can be accomplished in as few as four keystrokes – all from one workstation.</p> <p>Interoperable Software</p> <p>Interoperability helps increase the speed and accuracy in managing 9-1-1 incidents, offering the call taker greater confidence and a richer user experience.</p> <p>Increase Efficiency</p> <p>The integration of call handling and CAD makes it easier for the call taker to manage the 9-1-1 call while remaining in the CAD screen. For example, when transferring a 9-1-1 call with the CAD incident data from one position to another, there are multiple steps involved. Plus there is uncertainty whether all the information is transferred. With integrated call control the transfer occurs by pressing one button and the complete CAD incident is transferred with the call. The screen opens and populates with the call details including any comments. There is no retyping of information, saving valuable time and reducing the risk of errors.</p> <p>Benefit from One Map</p> <p>Separate 9-1-1 and CAD systems often come with separate maps that don't communicate with one another. With integrated call control, the call taker benefits from one, consolidated, multipurpose map. You can easily view the location of calls received and resources available. Calls are coded by call type: incoming, answered and completed, making it easy to view call patterns and quickly identify any new calls unrelated to a known incident, improving coverage in real time.</p> <p>Save Time, and Gain Peace of Mind</p> <p>Multiple vendors may mean multiple computers at each position and complex cabling which translates to agency headaches. Reduce IT support and costs by reducing hardware at each position. With Motorola Solutions, 9-1-1 agencies have one vendor to contact for support for NG9-1-1 and CAD. Whether by phone, email or online, we are committed to providing a quick response and answers to resolve questions and issues.</p> <p>Motorola Astro Radio Location Integration</p> <p>Reliable Personnel Locator</p> <p>The Flex Motorola ASTRO Radio Location Integration offers reliable officer location tracking by showing Global Positioning System (GPS)-enabled subscriber devices in Flex's mapping software. This allows dispatchers and other officers to locate field personnel, even if a responder has to leave the vehicle. The Flex CAD and Mobile Automatic Vehicle Locator (AVL) maps display not only the current location, speed, and heading of the radio, but also the time since the radio moved locations. A grey box will appear around the device icon to show others that a user has not checked in for a set amount of time.</p> <p>Efficient Status Change Alerts</p> <p>With the ASTRO Radio Location Integration, first responders can request assistance or backup by using the emergency button on GPS-equipped Motorola radios. When a first responder presses the emergency button, all CAD and Mobile AVL maps zoom to that device, which will flash in a red, alerted status. The integration also provides field personnel with up- to-date information on the location of other available field personnel.</p> <p>New Device Integration</p> <p>Personnel can easily add new radios without worrying about setup time. As new devices are added to an agency's Motorola ASTRO system, they will be automatically added to the Flex AVL system and will appear on the CAD map.</p>
<p>38</p>	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>We Are Reducing the Environmental Footprint Of Our Operations</p> <ul style="list-style-type: none"> · We have reduced our carbon footprint by 45% and our energy use by 28% since 2005. · In northern Illinois where we are headquartered, 40% of our electricity comes from renewable energy. Worldwide, it's 23%. <p>We Are Supporting Sustainability in Our Supply Chain</p> <ul style="list-style-type: none"> · We expect our suppliers to adhere to our supplier Code of Conduct, which includes workplace standards and requires the disclosure of all materials used in products. · We monitor compliance with our code through an assessment and audit program; we have conducted 240 detailed on-site supplier audits over the past five years. · We are collaborating with our industry on better ways to measure supplier greenhouse gas (GHG) emissions. <p>We Are Making Our Products with More Environmentally Preferred Materials</p> <ul style="list-style-type: none"> · We voluntarily extended our compliance with the European Union's restriction of the hazardous substances (RoHS) directive to cover all newly designed professional and public safety two-way radio products as well as our mobile and wireless products for the enterprise, regardless of where they are sold worldwide. <p>We Are Committing Ourselves to Important Climate Change Initiatives</p> <ul style="list-style-type: none"> · We were a founding member and the first global member of the Chicago Climate Exchange

(CCX)—an innovative, voluntary but legally binding GHG emissions reduction, registry and trading system.

- In 2007, we committed to CCX Phase II, agreeing to track and report our GHG emissions, and achieved a 6% reduction by 2010 from our 2000 baseline. This commitment, and the additional international operating locations it includes, made Motorola the first global member of the CCX.
- Since 2004, we have participated in the Carbon Disclosure Project, which encourages companies to report on GHG emissions and actions to mitigate them.
- We are a member of the Global e-Sustainability Initiative (GeSI), an industry effort to improve the sustainability and energy efficiency of the Information and Communications Technology (ICT) sector.

We Are Helping Our Customers Reduce Both Their Costs and Carbon Footprints

- Our mobile computers, enterprise digital assistants, radio frequency identification (RFID) handheld terminals and bar-code mobile terminal scanners help streamline supply chains, operations and distribution.
- Our GPS and other logistics products help drivers navigate the most efficient routes possible—reducing fuel costs and CO2 emissions.
- Our mobile computers cut wasted time and fossil fuel by empowering mobile workers and first responders with the ability to capture and exchange critical information remotely.
- Our Mobility Services Platform lets IT personnel update, trouble-shoot and maintain all mobile devices from their desks—eliminating unnecessary travel, shipping and delays.
- Our MTS1 TETRA Enhanced Data Service base station consumes less power than a 100 watt lightbulb, is manufactured with lead-free solder and boasts a compact design that reduces shipping costs.

We Are Partnering with Municipalities And Utilities In Energy-Saving Initiatives

- In 2009, we installed the first-ever hydrogen fuel cell backup power system in more than 100 TETRA base stations in Denmark. This environmentally friendly solution ensures mission-critical and emergency operations have continuous communications available during power outages with a quiet system that emits only water vapor.
- Our wireless broadband networks provide communities with rapidly deployed Internet access that eliminates the need for above- or below-ground, wired or cable infrastructure.
- We are currently partnering with electric utilities to enable the wireless communications infrastructure to create a smarter grid. We are contributing to the smart grid solution with secure broadband data communications for better management of the world's energy production, distribution and consumption.

We Are Improving the Energy Efficiency of Our Products

- Our super-efficient, lithium-based batteries allow the use of almost 100% of the available energy. They also never need to be reconditioned or recalibrated—meaning energy isn't wasted in maintenance.
- The power supplies for the majority of our mobile computers meet the European Union's Level V efficiency standards (equivalent to Version 2 of the U.S. Energy Star standard).
- Our products' programmable features like standby mode, low-rate polling, "face-down" modes and variable backlighting save battery power and keep the device operating longer between charges, and our System Development Software Kits provide energy-saving recommendations.

We Continue to Create New Ways To Reduce Waste And Facilitate Recycling Of Our Packaging Materials

- We are reducing our product packaging and offering bulk solutions to minimize shipping volume and decrease shipping costs.
- Our packaging materials are stamped with internationally recognized recycling symbols.
- We have established a scorecard to help our supply chain implement Motorola's green packaging initiatives.

We Have Developed Special Programs to Support Our Customers And Partners In Their Environmental Efforts

- Our Green Channel Partner Program is a first-of-its-kind green certification program, developed to increase our channel partners' knowledge about sustainability.
- With our recycling program, customers can dispose of used equipment responsibly. Just ship the equipment back to us, and we'll make sure it doesn't end up in a landfill. In fact, we'll provide proof of its responsible, end-of-life management.

What Others Say About Us

- Newsweek ranked Motorola Solutions No. 18 on its 2011 Green Rankings of the 500 largest U.S. companies, based on each company's environmental footprint, policies and practices.
- In 2011-2012, we were selected as a member of the Dow Jones Sustainability Indexes.
- In 2010, we received the Green Power Leadership Award from the U.S. Environmental Protection Agency (EPA) for raising the bar in green power purchasing. Motorola was one of four organizations to receive the award.
- The Carbon Disclosure Project's Carbon Disclosure Leadership Index has commended Motorola for its approach to climate change disclosure.
- Corporate Responsibility magazine ranked Motorola No. 50 in its 2011 "100 Best Corporate Citizens" list for nine of the past 11 years.
- Climate Counts, a non-profit organization that helps consumers by providing scorecards that rate companies' efforts to tackle climate change, rated our efforts at the highest category, "striding."
- Our global environment, health and safety (EHS) management system is certified to meet both the international environmental management systems standard ISO 14001 and the international occupational health and safety management system standard, OHSAS 18001.
- We have received EHS awards and recognition from numerous countries, including Brazil, China, Germany, Israel, Japan, Mexico and the United States.

39 Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.

N/A This does not apply to software.

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	As a publicly traded company rather than a diverse business, we do not hold these certifications. However, please see our Supplier Diversity Commitment Statement in Exhibit 5.
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Motorola is the only vendor that can provide solutions from 911 call origination to case closure for our public safety first responders. This leads to streamlined workflows, reduction of data entry, increased efficiency and transparency, in addition to quicker response to help the citizens in our communities.

Table 9: Performance Standards or Guarantees

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

Line Item	Question	Response *
42	Describe any performance standards or guarantees that apply to your services	<p>Performance and Reliability Standards</p> <p>1. Overview</p> <p>The following outlines the performance and reliability standards for the System. In the event of a conflict between the terms and conditions of the following and the License Agreement, the terms and conditions of the License Agreement shall apply.</p> <p>2. Performance Standards</p> <p>Subject to the terms and conditions in the Agreement, Motorola Solutions will ensure that during the Project the System meets the performance standards stated herein in all material respects.</p> <p>2.1 Performance Standards Assumptions and Exceptions</p> <p>All performance standards are based on the following assumptions:</p> <p>The Flex Software is configured and maintained according to Motorola Solutions' recommendations for networks, servers, workstations, storage systems, system and application configuration, as well as for database maintenance</p> <p>The workstations used to access the Software meet the recommended Flex workstation specifications</p> <p>The servers housing the Flex Software meet the recommended Flex server specifications</p> <p>The storage system storing the database and application files meets the recommended storage system specifications</p> <p>A maximum average round-trip latency (as measured by "ping") of 10ms between client workstations and the Flex server</p> <p>Performance standards are not guaranteed in the following conditions:</p> <p>The physical integrity of the network (bad cables, etc.), other applications competing for bandwidth, or issues with switches and routers which can cause network noise, throughput drop-offs, or network activity spikes</p> <p>Third party applications operating on workstation clients negatively influence response times of the Flex Software</p> <p>Anti-virus scanning software configuration, client registry errors, firewalls, and spyware negatively affect performance</p> <p>Network and system diagnostic testing affects performance</p> <p>Functions requiring responses from external data sources, such as queries to external systems, which may take longer based on the responsiveness of the external system and the network</p> <p>2.2 Measurement of Transaction Response Times</p> <p>Transaction response times are measured from operator action until visual response or operation completion.</p> <p>2.3 Flex CAD Performance Standards</p> <p>The CAD performance standards are based on the Performance Standards Assumptions and Exceptions and the following additional assumptions:</p> <p>CAD client workstation to the Flex Server must maintain a constant connection speed of 100Mbps for optimum performance, since response time for query transactions, searches and canned reports will depend greatly on the network connection speeds</p>

Subject to the Customer meeting the CAD performance assumptions, Motorola Solutions commits to the following response times during the Project:

An average of less than 1 second for the following Dispatcher commands executed purely from the command line:

Unit Status Update

Dispatch Unit

Call Comment

Update Call Status

Close Call

An average of less than 3 seconds for the following Dispatcher commands:

Geoverify Address (from Add Call screen)

Initiate New Call (open Add Call screen, no address)

Call History (Incident History)

Unit History

From the Add Call Screen or the Call Information screen, an average of less than 5 seconds for the following amplifying information

Previous calls at address

Duplicate calls at address

Names with alerts at address

Warrants at address

Address alerts

Many factors influence response time, including network latency, map display complexity, and interaction with external systems and data volumes retained on the production database servers. The majority of the CAD application commands will meet the criteria stated above. However, commands requiring responses from external data sources (i.e., queries to external systems) may take longer based on the responsiveness of the external system and the network. With regard to external database queries, the System will meet the performance requirement in most cases. However, due to factors such as network latency and external system responsiveness, it is not possible to commit to the response time for all ad hoc external database query requests. Notwithstanding this provision, Motorola Solutions will resolve, in accordance with the requirements of the Agreement, problems or Defects caused by Products and/or Services provided by Motorola Solutions that interfere with, or impede, the System's ability to achieve the performance standards as stated herein.

Please note that Motorola Solutions cannot guarantee response times when the transaction depends on the performance of the network, load on external systems or any external systems (e.g., queries to state databases) outside the responsibilities of Motorola Solutions, as defined by the Agreement.

2.4 Flex Mobile Performance Standards

The Mobile performance standards are based on the Performance Standards Assumptions and Exceptions and the following additional assumptions:

Either a commercial or managed IP-based wireless network with average data rates of 256 Kbs between the Flex Mobile client and the Flex server

Acceptable performance for mobile transactions shall be defined as achieving two-way (query and response) transactions on a channel without congestion (i.e., no delay for channel access due to traffic contention)

Subject to the Customer meeting the Mobile performance assumptions, Motorola Solutions commits to the following response times during the Project:

The frequency of dispatch updates is configurable. The default configuration is set to 15 seconds, thus the maximum time between dispatch updates is less than 30 seconds.

Query response times are directly related to network latency and bandwidth. When Mobile network performance assumptions are met indexed query responses, unit history and call history lookups, and message transactions are less than 7 seconds

Note that the Mobile response time does not apply to the following:

Records with images or attachments, such as mug shots. For example, a 1 MB mug shot will take approximately 32 seconds to download over a 256 kbit/s connection or approximately 16 seconds to download over a 512 kbit/s connection. (<http://www.download-time.com/>)

Queries to external systems

Functions that are size and complexity dependent (i.e., report generation)

2.5 Flex RMS Performance Standards

The Flex RMS performance standards are based on the Performance Standards Assumptions and Exceptions and the following additional assumptions:

RMS client workstation to the Flex Server must maintain a constant connection speed of 100 Mbps for optimum performance, since response time for query transactions, searches and canned reports will depend greatly on the network connection speeds

Subject to the above-noted assumptions and exceptions, Motorola Solutions commits to the following performance standards during the Project:

Basic Query (Indexed Search) and Select Response Times

With the exception of large reports or database searches that cover a time span of a week or more and excluding network communication times and other delays beyond the Licensed Software control, the RMS system will complete the majority of activities with a transaction Response Time of 3 seconds or less.

Data entry operations (i.e., manual entry of information into data entry fields) and option selections (e.g., selecting one or more alternatives from drop down menu, with a pointing device or keyboard command) are completed with an average response time of 1 second or less.

Extended Records Query (Non-indexed Search)

The Flex RMS allows searching on un-indexed fields. The response time for un-indexed searches varies greatly and depends on the amount of data stored in the database, the search criteria, and the position of the matching records in the table. An exact response time cannot be guaranteed, but the Flex RMS will search approximately 1,000 records in less than 7 seconds.

Name Query with List Response

When configured to show a list response the Flex RMS will complete a names search in less than 7 seconds

2.6 Flex Field Reporting Performance Standards

The Field Reporting performance standards are based on the Performance Standards Assumptions and Exceptions and the following additional assumptions:

Either a commercial or managed IP-based wireless network with average data rates of 256 kbit/s between the Flex Field Reporting client and the Flex server

Acceptable performance for AFR transactions shall be defined as achieving two-way (query and response) transactions on a channel without congestion (i.e., no delay for channel access due to traffic contention)

These performance standards do not apply to third party Field Reporting applications that interface with the Flex system

The form load time will be very dependent upon the mobile/Field Reporting client workstation hardware memory and CPU specifications required by the application.

Subject to the above noted assumptions and exceptions, Motorola Solutions commits to the following performance standards during the Project:

Field Reporting queries to the Flex Server over the LAN will be completed within 7 seconds. Field Reporting queries to the Flex Server over-the-air (wireless network) are not subjected to the 7-second response time due to wireless network traffic and server response.

Selecting drop-down menu pick-list items will be provided within 1 second. A few large pick-list items will be provided within 7 seconds.

Generation and display of report forms from the "New" report screen will be provided within 30 seconds.

Generation and display of report forms from the "New" report screen will be provided within 12 seconds, with the exception of the first time the form is displayed after logging into Flex Mobile, for Mobile clients that meet or exceed Motorola Solutions' Mobile Client hardware recommendations.

Field Reporting Workflow, Retrieval and Submissions

Loading of existing saved draft reports, reports from a user's inbox and submission of reports may take longer than 30 seconds. The time for submitting and saving reports to the Flex Server may also exceed 30 seconds. This transaction time will be contingent upon the number of included data elements in a draft or completed report, any media attachments associated with the form, and the number of reports a user allows to be queued in their inbox.

2.7 Flex JMS Performance Standards

The Flex JMS performance standards are based on the general assumptions and exceptions and the following additional assumptions:

JMS client workstation to the Flex Server must maintain a constant connection speed of 100Mbps for optimum performance, since response time for query transactions, searches and canned reports will depend greatly on the network connection speeds

Subject to above noted assumptions and exceptions, Motorola Solutions commits to the following performance standards:

		<p>Basic Query (Indexed Search Only) and Select Response Times</p> <p>With the exception of large reports or database searches that cover a time span of a week or more and excluding network communication times and other delays beyond the Licensed Software control, the JMS system will retrieve and display the first matching record in 3 seconds or less.</p> <p>Data entry operations (i.e., manual entry of information into data entry fields) and option selections (e.g., selecting one or more alternatives from drop down menu, with a pointing device or keyboard command) are completed with a response time of 3 seconds or less.</p> <p>Inmate Quick Search</p> <p>The Inmate Quick Search displays a list of inmates that match the entered search criteria. For indexed searches, the Inmate Quick Search is completed with a response time of less than 7 seconds.</p> <p>3. System Availability</p> <p>Flex software has consistently operated in a 99.99% to 99.999% rate of uptime for many years. For the past 12 months, Flex customers as a whole have averaged an uptime of 99.9968 (excluding planned downtime for updates). That said, because performance of the Flex application is also dependent on hardware, operating systems, and other non-Flex systems, we hesitate to guarantee a defined system availability level.</p> <p>Motorola Solutions is firmly committed to the continued development of our extremely reliable public safety software, and stand by the products we currently offer to more than 2,100 customers across the United States. We will work closely with the agency to ensure proper expectations are established.</p> <p>The calculation of system uptime excludes planned downtime for maintenance, patches, and upgrades. System uptime is a measure of software uptime and excludes downtime caused by factors outside the control of the Flex software, such as power outages and hardware failures.</p> <p>4. System Reliability</p> <p>Motorola Solutions commits that the System will operate in material conformity with the performance standards described herein and the requirements as defined in the Agreement through Final System Acceptance. Should the System fail to meet these requirements, upon notice from the Customer, Motorola Solutions will take appropriate steps to bring the System back into compliance by correcting the problem.</p>
43	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Flex Severity Levels - Confidential</p> <p>Motorola Solution's services and response times are based on the severity levels of the error a Flex customer is experiencing, as defined below. This method of response allows Motorola Solutions to prioritize its resources for availability on our customer's more severe service needs. Severity level response time defines the actions that will be taken by the Flex Support team. Due to the urgency involved in some service cases, Motorola Solutions will make every commercially reasonable effort to provide a temporary, or workaround, solution. When a permanent solution is developed and certified through testing, it will be incorporated in to the applicable Supplemental and or Standard Release.</p> <p>Please note that the table below may be subject to change at any time. In the event the table below changes, the new table will be automatically incorporated and supersede the previous table, as though expressly written herein.</p> <p>Severity Level 1) Total System Failure – The System is not functioning, and there is no workaround; such as a Central Server being down, or the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No workaround or immediate solution is available.</p> <p>-Response Time Level 1) Telephone conference within 1 hour of initial voice notification.</p> <p>Severity Level 2) Critical Failure – A crucial element in the System that does not prohibit the continuance of basic operations is not functioning, and there is usually no suitable workaround. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features.</p> <p>-Response Time Level 2) Telephone conference within 3 business hours of initial voice notification (during normal business hours).</p> <p>Severity Level 3) Non-Critical Failure – A System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features.</p> <p>-Response Time Level 3) Telephone conference within 6 business hours of initial notification (during normal business hours).</p> <p>Severity Level 4) Inconvenience – The System causes a minor disruption in the way tasks are performed, but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.</p> <p>-Response Time Level 4) Telephone conference within 2 standard business days of initial notification.</p>

44	Describe any service or support contract options for the items included in your proposal.	<p>The Flex team's extensive training, support, and maintenance services are unparalleled in the public safety industry. Our ongoing commitment to customer support includes the use of advanced technology by trained customer service agents dedicated to responding to customer issues.</p> <p>Toll-Free Hotline Support</p> <p>Motorola Solutions provides a toll-free number for use by certified System Applications Administrators. Each call is routed through support staff to ensure immediate assistance and maximum customer satisfaction.</p> <p>Software Support</p> <p>The Flex team offers both standard and extended technical support coverage options for customer agencies. Standard coverage includes support from 5:00 a.m. – 6:00 p.m. Mountain Time, Monday through Friday, excluding holidays. Extended coverage that consists of support 24 hours per day, seven days per week, is also available for an additional charge.</p> <p>After-Hours Support</p> <p>For customers who do not select extended coverage, after-hours technical support is still available, but is subject to additional charges. Flex support personnel are on-call 24 hours per day, seven days per week, including holidays to ensure that agencies can find resolutions to their problems during critical situations.</p> <p>Annual Support Includes "Bug" Fixes</p> <p>A bug is defined as any failure of the Flex software to conform in all respects to the Flex software documentation. When bugs occur, the software is modified by Flex development or support personnel, or new routines are developed, at no charge to the software support customer. Bug fixes are provided on an as-needed basis throughout the year.</p> <p>First Year Support Included in Purchase Price</p> <p>The price of the software includes the cost of the first year's software support with standard coverage hours. The first year is defined as the 12 months immediately following project Go-live. First-year software support is not included in the price of any future add-on modules. Maintenance, prorated to the normal contract billing date, is billed in addition to the price of the module.</p> <p>Software Release Updates</p> <p>Flex-licensed software enhancements and releases may be provided as part of a current maintenance and support agreement with Motorola Solutions. The Flex team typically schedules releases approximately every four months. All of our customer agencies receive update notes and information prior to any release to help them prepare for upcoming releases.</p> <p>The Flex team employs industry-leading support professionals that are available to answer any concern for all of our customers. As a company practice, we do not outsource any of our support or customer service operations. Instead, we respond to all support and customer service requests directly from our corporate headquarters in Salt Lake City, UT. This allows our support technicians to interact closely with our developers and product instructors for answers to complex questions as necessary.</p>
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
45	What are your payment terms (e.g., net 10, net 30)?	Motorola's standard payment terms are net 30.
46	Describe any leasing or financing options available for use by educational or governmental entities.	Motorola offers financing options at various terms through Motorola Credit Corp (MCC) at competitive rates. Many of our software solutions are offered as a service (SaaS) which provides flexible and predictable expenditures over time.
47	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>In Motorola's order entry process, each order requires a contract number prior to order submission. This contract number will be specific to Sourcewell, and will be used to track the sales volume associated with the contract. This is the same tried and true method we have used to track and report sales via the NASPO and HGAC contracts for over a decade.</p> <p>Our dealer network will not be eligible to use the Sourcewell contract. Any sales via our Manufacturer's Representative (MR) channel will be written on Motorola paper and will go through the normal Motorola order entry process, which will allow us to track and report all sales via Sourcewell accurately.</p>
48	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?	P-card payments are accepted. There is no additional cost to Sourcewell or participating entities if this process is used.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *																																										
49	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pricing for our software solutions is calculated based on the number of full-time employees, agencies involved, interfaces, and requested product enhancements.																																										
50	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.	<table border="0"> <tr> <td>Product/Service Description</td> <td>Customer Discount</td> </tr> <tr> <td>Computer Aided Dispatch (CAD)</td> <td>10.00%</td> </tr> <tr> <td>Records Management System (RMS)</td> <td>10.00%</td> </tr> <tr> <td>Jail Management (JMS)</td> <td>10.00%</td> </tr> <tr> <td>Hub (System Core)</td> <td>10.00%</td> </tr> <tr> <td>Mobile CAD</td> <td>10.00%</td> </tr> <tr> <td>Mobile Field Reporting</td> <td>10.00%</td> </tr> <tr> <td>Mobile Forms</td> <td>10.00%</td> </tr> <tr> <td>Dashboards</td> <td>10.00%</td> </tr> <tr> <td>Command Central Aware</td> <td>10.00%</td> </tr> <tr> <td>Resource Management</td> <td>10.00%</td> </tr> <tr> <td>Evidence Management/Barcoding</td> <td>10.00%</td> </tr> <tr> <td>Command Central Community</td> <td>10.00%</td> </tr> <tr> <td>Project Management Services</td> <td>0.00%</td> </tr> <tr> <td>Installation Services</td> <td>0.00%</td> </tr> <tr> <td>Training Services</td> <td>0.00%</td> </tr> <tr> <td>Annual Support & Maintenance</td> <td>0.00%</td> </tr> <tr> <td>New Product Modules</td> <td>10.00%</td> </tr> <tr> <td>Hardware</td> <td>5.00%</td> </tr> <tr> <td>Interfaces</td> <td>10.00%</td> </tr> <tr> <td>Custom Interfaces</td> <td>5.00%</td> </tr> </table>	Product/Service Description	Customer Discount	Computer Aided Dispatch (CAD)	10.00%	Records Management System (RMS)	10.00%	Jail Management (JMS)	10.00%	Hub (System Core)	10.00%	Mobile CAD	10.00%	Mobile Field Reporting	10.00%	Mobile Forms	10.00%	Dashboards	10.00%	Command Central Aware	10.00%	Resource Management	10.00%	Evidence Management/Barcoding	10.00%	Command Central Community	10.00%	Project Management Services	0.00%	Installation Services	0.00%	Training Services	0.00%	Annual Support & Maintenance	0.00%	New Product Modules	10.00%	Hardware	5.00%	Interfaces	10.00%	Custom Interfaces	5.00%
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51	Describe any quantity or volume discounts or rebate programs that you offer.	Discounts above and beyond what is listed in the table will be considered on a case-by-case basis. Additional discounts can be applied based on volume, quantity, timing, or other customer and business needs.																																										
52	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Motorola will work directly with a customer on "sourced" products or related services. A quote will be provided with the pricing based on the amount of time required to complete the custom work.																																										
53	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 of our pricing has been listed in the table for question number 50. We provide the pricing to install and support all software components.																																										
54	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Motorola does not charge additional costs for freight, delivery, or shipping.																																										
55	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Motorola does not have any separate freight, shipping, and delivery terms for Alaska and Hawaii. We have opted to not offer this contract in Canada and other US territories.																																										
56	Describe any unique distribution and/or delivery methods or options offered in your proposal.	There are no unique distribution and/or delivery methods or options offered in the proposal.																																										

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
57	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
58	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	As described in the answer to question 47, Motorola finance will run a report quarterly that captures the contract usages associated with our Sourcewell contract number. This report will be sent to Sourcewell for validation and approval prior to administrative fee payment.
59	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	It is in Motorola's best interest to source as much business as possible through Sourcewell. Sourcewell will help provide beneficial pricing to the customers and a clear procurement path. We will determine the success of using the Sourcewell contract by measuring the sales volume against other less established contract procurement vehicles that are currently in place at Motorola.
60	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Motorola proposes an admin fee of 1.5% of Motorola sales through the Sourcewell contract. This aligns with other frame contracts that we have in place.

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

Line Item	Question	Response *
61	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	See Exhibit 4 for a detailed description of the following equipment, products, and services: General Functionality Computer-Aided Dispatch Records Management Mobile Data Computing Jail Management Resource Management Fire and EMS Additional Interfaces FairCom Ctree Database Services Overview Hardware components provided through our partner, Solutions II
62	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All of the subcategories of solutions have been included in the pricing table on question 50 under table 11.

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

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

Line Item	Category or Type	Offered *	Comments
63	Computer Aided Dispatch (CAD)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Offered
64	Records Management Software (RMS)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Offered
65	Learning Management Software (LMS)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Offered
66	Situational awareness and information management systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Offered
67	Incident command, logging recorder, and evidence, ticketing, or citation management systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Offered
68	Scheduling workforce management, and billing systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Offered
69	Application-based alerting or paging systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Offered
70	Personnel, non-fleet asset, resource, and controlled substance tracking or location solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Offered
71	Other public safety software solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Offered
72	Related services - installation, training, maintenance, integration, support, data analytics, and customization	<input checked="" type="radio"/> Yes <input type="radio"/> No	Offered

Table 15: Industry Specific Questions

Line Item	Question	Response *
73	Describe your data privacy, integrity, and protection standards, and the adherence of your products and services to applicable cybersecurity or applicable industry standards.	<p>Motorola Solutions has a wide portfolio, developed with a focus on security and with alignment to applicable cybersecurity and industry standards. The following section describes Motorola Solutions' internal framework for building data privacy, integrity, and security into our solutions. The Standards Compliance section of this response describes the applicable standards that we can help Sourcewell comply with.</p> <p>Motorola Solutions has a wide portfolio, developed with a focus on security and with alignment to applicable cybersecurity and industry standards. The following section describes Motorola Solutions' internal framework for building data privacy, integrity, and security into our solutions. The Standards Compliance section of this response describes the applicable standards that we can help Sourcewell comply with.</p> <p>Secure Software Development Lifecycle and Quality Motorola Solutions systems follow the National Institute of Standards and Technology (NIST) Cybersecurity Framework. This framework focuses on mitigation options, monitoring, diagnosis and remediation to evolve security practices.</p> <p>We factor security into development by adjusting the traditional Software Development Lifecycle (SDLC) with security activities that must be completed. These security activities are key to the six phases of our Secure SDLC (S-SDLC):</p> <ul style="list-style-type: none"> -Training (Motorola Solutions developers receive continuous security training, aligned to the NIST Cybersecurity Workforce Framework (NICE), to become aware of common vulnerabilities and how to avoid them.) -Requirements (Our dedicated product Governance, Risk and Compliance program sets risk-based and compliance-based security requirements for developed products, giving engineers and developers up-to-date standards, approved frameworks, security guidelines, checklists, and best practices.) -Design (Developers incorporate security requirements into their designs, and perform security architecture reviews of new product, service, and feature designs. Threat modeling is also performed. This may include an in-depth threat model of a brand new solution, or an update to an existing feature.) -Implementation (We integrate automated security scanning in our pipelines to provide feedback to developers as early as possible while they work to implement new features. We also strive to integrate security testing into traditional unit and integration testing by writing custom test cases.) -Verification (As code is built and the release date approaches, we perform verification of our security requirements through both manual and automated processes. We use industry standard vulnerability scanning tools on completed systems in test labs to identify vulnerabilities. <p>We also have a dedicated red team, which performs regular penetration tests and "ethical hacking" of our systems and applications, emulating real attackers to identify flaws and vulnerabilities. Lastly, our scanners and processes check our products against regular industry standards, such as CIS Benchmarks and DISA STIGS.)</p> <ul style="list-style-type: none"> -Release and Response (Motorola Solutions checks the security of our products throughout their entire lifetime. Automated and manual release gates and checklists are in place to verify products and applications have passed security checks before being released. After release, we continue to test and probe for weaknesses and vulnerabilities. <p>Our public bug bounty program, external vulnerability scanning process, and dedicated threat intelligence team help identify and discover vulnerabilities which may arise in our products after release. Continuous threat monitoring in our cloud and on-prem environments also detect and alert in near real time if any suspicious behavior is detected.)</p> <p>Standards Compliance Motorola Solutions aligns our solutions to applicable industry standards. Some standards may be specifically applicable to the United States.</p> <p>Criminal Justice Information Services (CJIS) Compliance Every day, our public safety agency customers access Criminal Justice Information (CJI) databases in order to perform their mission-critical operations and enforce the law. These customers are required to adhere to the FBI Criminal Justice Information Service (CJIS) Security Policy. In its commitment to compliance, Motorola has implemented controls in alignment with the CJIS Security Policy. With a dedicated team of CJIS compliance professionals, Motorola Solutions' robust CJIS Compliance Program is designed to enable our customers to meet their CJIS Security Policy requirements. Through our CJIS Compliance Program, we serve our customers as a trusted partner for the protection of all of their mission critical data, including CJI.</p> <p>We provide CJIS compliance support to our customers by administering and coordinating personnel credentialing, providing assistance with documentation in support of CJIS audits and advising on how to configure and implement our solutions in a manner consistent with CJIS Policy. We review and audit products and systems, and provide customers with the materials they need to better understand and comply with CJIS security requirements.</p> <p>ISO Certifications ISO (The International Organization for Standardization) is an independent, non-governmental international organization with a membership of 164 national standards bodies. Through its members, it develops voluntary, consensus-based, market-relevant International Standards that support innovation and provide solutions to global challenges.</p> <p>Motorola Solutions holds multiple third-party certifications for in scope organizations which adhere to the international standards set by ISO. These standards help to ensure that Motorola products and services are safe, reliable, and trustworthy. The following graphic provides additional detail.</p> <p>AICPA SOC Reports</p>

		<p>Motorola Solutions partners with cloud infrastructure providers Amazon and Microsoft, whose offerings are audited annually against the Service Organization Control (SOC) reporting framework by independent third-party auditors.</p> <p>More information about Microsoft SOC reports can be found here: https://www.microsoft.com/en-us/trustcenter/compliance/soc.</p> <p>More information about Amazon SOC reports can be found here: https://aws.amazon.com/compliance/soc-faqs/.</p> <p>Motorola Solutions has launched multiple SOC2, Type 2 audits, by independent third party auditors against the SOC reporting framework. Details of in-process audit scopes are available upon request.</p> <p>Cloud Security Alliance</p> <p>Motorola Solutions is a member of the Cloud Security Alliance, the world's leading organization dedicated to defining and raising awareness of best practices to help ensure a secure cloud computing environment.</p> <p>Global IMS</p> <p>Motorola Solutions Integrated Management System uses International Organization for Standardization (ISO) and other industry standards to provide a framework to implement and monitor our Integrated Management System. This system helps Motorola Solutions set the rigorous targets and objectives that support Motorola Solutions as a global leader in mission-critical communications.</p> <p>CALEA Electronic Data Storage Compliance</p> <p>Motorola Solutions understands the importance to our law enforcement customers of the standards set forth by the Commission on Accreditation for Law Enforcement Agencies (CALEA). In particular, Motorola Solutions assists its customers in their conformity to the CALEA Electronic Data Storage requirements.</p> <p>SSL Report</p> <p>Motorola Solutions Inc. earned an SSL A rating through Qualys SSL Labs. Customers can scan the Motorola Solutions web site at https://www.ssllabs.com/ssltest/ to perform a real-time test. SSL provides a secure way to transmit data and supports the technology behind encrypting sensitive information on the internet. We provide our customers with security and peace of mind when working in our web applications.</p>
74	Describe your data backup and recovery solutions.	<p>Data Backup and Archiving</p> <p>Because of the serious risk of losing or damaging data, one of the most important responsibilities of a System Administrator is to keep backup copies of information on the system. Any of the following occurrences can cause damage or loss of data and file systems:</p> <ul style="list-style-type: none"> · System crash or hardware malfunction (any unplanned program termination due to a hardware or software failure resulting in data corruption). · Malware and Ransomware · Accidental or malicious deletion of information by users. · Power failure caused by either an external loss of power or someone turning off the system before completing a proper shutdown that results in data corruption. The Flex team strongly recommends using a UPS (Uninterruptible Power Supply), which keeps the system running when there is no electrical power. <p>Having a good, current backup is essential to minimizing an agency's loss of data if something does happen to the system. The proposed system includes all the software, hardware and configuration services of that hardware and software to perform regular full system backups. Unless managed services are purchased, it will be the responsibility of the agency's assigned System Administrator to monitor and maintain current backups as well as keep the backup server patched and updated. Without current backups, the Flex team is limited in our ability to help the agency restore data when system or user errors occur. The Flex team recommends the following:</p> <ul style="list-style-type: none"> · Scheduled backups that occur based on the RPO defined in the agency's business continuity plan. · Monitoring of the backup jobs with alerts setup to notify the system administrator when backup jobs fail. · Regular testing of the backups to ensure they are restorable and so the system administrator can practice the restoration process. · Enough storage space to meet retention requirements. <p>Agencies are encouraged to keep multiple backups in case a new backup is corrupt or there is a need to restore data from an older backup copy. Keeping offsite and air gapped copies of backups are also encouraged. In addition to backing up current data, the agency may have a need to back up archive data, such as old radio logs or other records, for permanent storage.</p> <p>Scheduling Backups</p> <ul style="list-style-type: none"> · At a minimum, the Flex team recommends that every agency perform a full system backup at least once a week and an incremental or synthetic full backup daily. Preferably, a full backup would be done every night with multiple incremental or synthetic full backups done throughout the day. Additionally, full backups should be done at the following times. <ul style="list-style-type: none"> · Before and after OS or application updates. · After entering large amounts of data. · After any work is done on the system that would be difficult to recreate. <p>The most convenient time to perform a backup is during early morning hours when system use is low. The backup can be scheduled to run automatically, or if the agency chooses, backups can be executed by on-duty employees and takes approximately 30 minutes to two hours.</p> <p>Backup Media</p> <p>The Flex team recommends using a large capacity network attached storage (NAS) system for the primary backups. Secondary off-site backup copies are also recommended to be put on a NAS or in the cloud. Some cloud backup services include the ability to air gap your backups by taking</p>

snapshots of your backup data that cannot be accessed by the backup server or agency client. Tape backups are no longer recommended as a primary backup target but can be used for making air gapped, off site copies of your backups. Tapes are also a good choice for long term archive copies of your data.

Backup Logs and Monitoring

Modern backup applications keep logs of when backups occurred, what was backed up, if the backup was successful or not and many other metrics. All that information is only useful if someone is reviewing it and in the case of failed backups if someone is alerted to that failure. At a minimum, the backup application should be configured to alert multiple people when a backup fails, and someone should regularly review the backup logs. A monitoring solution is very helpful in aggregating data from multiple sources to provide logic that allows for early detection of problems, performance monitoring, resource usage over time and real time notifications of problems. Most monitoring solutions can monitor easily be setup to monitor your backups as well as the rest of your environment.

Types of Backups

There are two main types of backups. File level backups and image level backups. The Flex team recommends a combination of these backups for maximum system protection. Additionally, each type of backup can be done as a full, incremental or differential backup. Scheduling of full, incremental or differential backups should be based on the RPO in your business continuity plan.

Backup Strategies

A good backup strategy can only be developed if you know what needs to be backed up and you know the limitations of your backup system. Every Flex server has 4 categories of data. The Database, file attachments, the Flex application and the OS. A system can be fully restored if you have the database and file attachments, but it could take several days. The OS and application have customizations that are unique to the agency, but it is possible to rebuild them with a little time. The following information and strategies will help you determine the best way to back up your data that will allow you to restore all your data in the shortest amount of time possible.

Types of backup clients

There are two ways a backup application can backup data. The first is through a backup client running on the system that needs backed up. The second is using API's provided by virtualization software. Some backup applications use both so they can backup data in a running database or on an Email server. Either type of backup application will work to backup a Flex server but there are some limitations with some backup clients running on the server. Those limitations will be covered below.

Backing up data on your system

The Database – The Flex application uses a Faircom c-TreeACE database. This database, like all modern databases, runs as a service on the server. While running, this service locks the database files so other applications can't modify the files. Backup applications that run as a client on the Flex server will almost never get a clean backup of a running database. While there are backup applications with clients to backup other types of database servers no backup application has developed one for the c-TreeACE database. For this reason, Motorola sets up a database dump that regularly dumps the full database to files that can be backed up. In between the database dumps the database writes incremental changes to transaction logs that can also be backed up. Backup applications like Veeam, that use VMware vStorage API for Data Protection and are backing up servers with all flash storage or have a SAN can get clean copies of the database files while the database server is running most of the time. For the times it can not the database dump files, and transaction logs will be in the backup so the system can be restored.

File Attachments – File attachments on a Flex system are stored in their own directory and can be backed up by either a backup client running on the server or by a backup application using VMware vStorage API for Data Protection.

The Flex application – The Flex application contains files that are easily replaceable and files that have been customized for your agency. There are also log files in various places that can be useful for determining why you had to restore your system. Like file attachments, the Flex application files can be backed up by either a backup client running on the server or by a backup application using VMware vStorage API for Data Protection.

Operating System – The operating system is one of the least critical parts to backup since it is easy to rebuild. Rebuilding an OS takes quite a bit of time so backing it up will greatly reduce the amount of time it takes to restore a full system. Some backup clients are not able to do an image level backup but all backup applications using VMware vStorage API for Data Protection will be image level backups that can easily restore your entire system.

Solutions II - Virtual Failover Solution

The proposed virtual failover architecture is based upon Solutions II's significant experience providing business continuity solutions and leverages VMware's vMotion, HA and Site Recovery Manager (SRM) software configured for automated or manual failovers based upon supporting infrastructure. Planned failovers would be manually initiated through the software. Unplanned failovers would be initiated manually or automatically.

Failover Solution

The Solutions II virtual failover solution facilitates both HA and DR for an agency's Flex Solution. We leverage vMotion and HA to provide failover within the production cluster. For disaster recovery (DR), we automate the failover and migration of the Flex VM to a secondary site utilizing SRM. This can also be combined with storage-based replication to provide an added layer of protection. This architecture provides a reliable disaster recovery solution while minimizing RTO and RPO for business continuity.

How It Works

VMware's vMotion and HA comes as part of proposed licensing and is configured by Solutions II during deployment. SRM instances are deployed at both production and DR sites that integrate directly with local vCenter Server. Key feature and capabilities include:

- Failover for all components of the Flex stack (Flex application, GIS, etc.)
- Supports both Linux or Windows based Flex configurations
- Automated disaster recovery failover
- Planned migration and disaster avoidance
- Automated failback

When a transaction is entered in the Flex application at the production location, it is asynchronously copied over to DR facility. In the event that a disaster or failover event takes place, users will then log into the secondary and system via their normal login and proceed with their normal duties. It is that easy!

		<p>The Solutions II architecture provides peace of mind valuable business continuance/Disaster Recovery. Once installed, Solutions II also provides optional healthcheck and failover testing services to ensure your systems are ready and capable when you need them most.</p>
75	<p>Identify the storage location for all data collected in the use of your equipment, products, or services. Describe applicable data security measures and identify any services performed outside the US or Canada, as applicable.</p>	<p>Flex is an on-premises solution that allows administrators to establish distinct security privileges for users and groups. For example, they will have the option to seal, unseal, and hide sensitive documents. Flex operates with a variety of security features, which will allow the agency to define individual access and user rights:</p> <p>Unique Credentials</p> <p>The agency's Flex SAA will have the ability to define, change, and reassign usernames as needed. Users will be responsible for maintaining their own passwords, but may be required to change them at designated intervals established by the agency's SAA during system setup. This helps the agency maintain adherence to security requirements and system integrity.</p> <p>Password Protection</p> <p>Users can hide entire records behind a password so no one knows the record exists, unless they have the appropriate privileges. For example, a user with privileges may hide an Intelligence record's suspicious activities information, or the full text narrative associated with an incident or arrest. To provide extra security for sensitive data, the agency's SAA can also hide an entire table or program behind a password. This enables select personnel to see the portions of a report they need to see without compromising confidentiality.</p> <p>Agency-Defined Permissions</p> <p>System access levels are customizable to include anything from "inquiry only" access to "full modify" or "delete" capabilities. As defined by the agency, only those tables and programs to which users have been granted access are listed on their system menus, or through Flex's command line.</p> <p>User Privileges</p> <p>Within an individual table, users can perform those functions they are authorized to perform. Customizable user privileges include read/print, add, modify, and delete. Additionally, any field within a table can be denied to a user if deemed appropriate. For example, should an agency want to provide user access to the Arrest table, but not the Arrest narrative, privileges can be established accordingly.</p> <p>Module Access Preview</p> <p>The main menu provides a complete list of all Flex modules that a user has been given access to. The agency's SAA will have the authority to customize a menu, or multiple menus, to suit the particular needs of a specific user by combining programs from various modules. The system allows users to access only those menus related to tables and programs that are within their security clearance.</p> <p>Flex's advanced security features provide maximum flexibility system-wide, or at the individual level. To ensure data integrity, individuals with the appropriate privileges can set security preferences for unique records and fields. Full data partitioning is also available for increased information sharing within the agency and beyond. The system's security settings incorporate multiple layers of protection with flexibility to ensure that agencies can protect their information without affecting operations or investigations.</p>
76	<p>Describe connectivity, interoperability and integration capabilities between your offered solution(s) and other software systems.</p>	<p>Our customers depend on a variety of software solutions to meet their needs and better serve their communities. The goal of our Software Enterprise (SE) Interfaces Engineering team is to create the connections between these disparate software applications. Our ability to integrate with other partners is a strategic differentiation in a highly competitive industry.</p> <p>In addition to the standard interfaces available, we offer tools that allow our customers to develop their own desired interfaces. Please see the table below for more information.</p> <p>Flex Export-Designed around the needs of those opportunities or clients that only need a scheduled export of a limited data set, Flex Export can be setup to dump one of the following queries on a regular frequency:</p> <ul style="list-style-type: none"> • CAD calls • CAD calls with Radio Logs • Active inmate roster • Citations • Accidents <p>No customization/changes will be made, and new queries can be added upon request and payment.</p> <p>Data Exchange (DEX)-Flex's Data Exchange (DEX) API is a robust tool which allows agencies to write either custom XML queries to extract data from the Flex database (free), or write data to their Flex database using one of the available XML interfaces (not free).</p> <p>Flex Data Exchange (DEX) is a general "off the shelf," but query-configurable, API that was created for third-party applications to interact with Flex. DEX has a number of advantages over other, older utilities like DBDUMP and ODBC/JDBC, such as the ability to both read and write data, respect record-level security, and protect the integrity of the data in the Flex database.</p> <p>Agency administrators can configure a connection for a third party application to send XML queries and statements that will both retrieve and insert data, files and attachments into the flex system. These connections are secure and protected both incoming and outgoing.</p> <p>Query and Write</p> <p>Flex's DEX API allows customers and approved third-party applications to write custom queries to the Flex database.</p> <p>The DEX API also allows customers and approved third-party application to create custom write commands to the Flex database.</p>

77	Explain your licensing process and the service agreements required of end users.	<p>Site License Structure</p> <p>The Flex site license enables agencies to utilize the system to its full potential and adapt to changing needs. Additionally, the Flex system provides room for agency growth, eliminating agency concerns regarding growth and expanding user needs. Features include:</p> <ul style="list-style-type: none"> · Site license for all modules · System-wide access to all modules · Unlimited number of users · Unlimited number of devices · No price increases for extra licenses · Unlimited "print-only" or "view-only" access privileges for outside agencies <p>Please see Exhibit 1, Sample Customer Agreement, that accompanies this solution.</p>
78	Describe your product implementation strategy and any use of installation partners.	<p>A typical implementation process consists of a number of meetings directed by the assigned Flex project manager. These onsite meetings prepare agencies for the transition to a new system, and establish expectations for moving forward.</p> <p>Internal Kickoff Meeting</p> <p>The internal kickoff meeting serves to review contracts, ensure department preparation, and focus on a smooth transition from Sales to Project Management. Key attendees:</p> <ul style="list-style-type: none"> · Project manager · Sales representative · Training manager · Installation manager <p>Business Process Review</p> <p>Flex personnel will work closely with the agency to establish a training work plan that reflects the project objectives. To streamline the change management process, the Flex team will assign a dedicated Implementation Analyst who will conduct an initial business process review (BPR), assessing the agency's current and desired workflows. This information informs the training plan designed for the agency, and the system's configuration and implementation, optimizing the agency's day-to-day operations.</p> <p>Onsite Pre-Implementation Meeting (PIM)</p> <p>The project manager reviews contracts to ensure the Flex team is prepared to deliver the products and services. The project manager also provides an overview of the following implementation process:</p> <ul style="list-style-type: none"> · Proposed timeline · Training schedule · System administrator duties · Data entry standards · Workflow analysis · Flex support <p>Onsite Training Meeting</p> <p>Flex's training coordinator meets with agency representatives to conduct a workflow analysis and prepare Flex trainers to handle any unique agency needs. Additionally, the training coordinator will finalize the training schedule for agency approval, providing each agency with the best training solution to meet their department's unique needs.</p> <p>Project Team Training</p> <p>During the project team training phase, Flex provides an overview of the purchased application, and a full demonstration of its functionality. Additionally, the Flex team and the agency jointly verify Flex's ability to meet the agency's functional specification requirements by documenting the functionality that meets these requirements, and identifying any outstanding concerns.</p> <p>End User Training</p> <p>Information obtained during the PIM meeting and Project Team Training is incorporated into the training to ensure a smooth and comfortable transition for the end user. Flex's PMP-certified personnel provide onsite end user training that prepares system users to operate skillfully in multiple capacities. The Flex team provides end users with customized training modules that consist of classroom instruction, written exams, and supervised repetition in order to engage the broad spectrum of learning styles, which ensures a thorough understanding of the solution by all personnel.</p> <p>Go-Live</p> <p>The project manager and training personnel provide hands-on assistance at Go-Live to ensure a successful transition to the Flex software.</p> <p>Implementation Team</p> <p>A new customer's key implementation contact is one of our PMP-certified project managers. Working closely with the Flex System Applications Administrator (SAA), the project manager and other Flex personnel schedule installation and training activities, and resolve any concerns regarding implementation. These individuals coordinate the resources necessary to complete the implementation process on time and within budget.</p> <p>Additional personnel may be involved in implementation, coordinating with the customer to provide a variety of services. These personnel may include:</p> <ul style="list-style-type: none"> · Project Manager · Implementation Analyst · Systems Engineer · Trainers

		<p>· Programmers · Quality assurance personnel</p> <p>Project Manager</p> <p>The project manager ensures that the implementation receives direct oversight from company management, and that the appropriate company resources are coordinated to provide sufficient support. The project manager attends PIM meetings and any subsequent onsite status meetings scheduled during the installation period.</p> <p>Implementation Analyst</p> <p>The implementation analyst conducts an initial business process review (BPR) to assess the agency's current and desired workflows. This information then informs the training plan designed for the agency, as well as the system's configuration, which is created to optimize the agency's day-to-day operations.</p> <p>Solution Architect (Installation Technician)</p> <p>A systems engineer is onsite to install the Flex software, and test, adjust, and perform the preliminary configuration of the operating system. This individual manages the server configuration, oversees core system installation, and coordinates the installation of any external interfaces.</p> <p>Trainer</p> <p>Qualified trainers are onsite during implementation to teach employees how to effectively use all Flex applications, specifically emphasizing functionality and system administration. Trainers also troubleshoot live database problems and identify best practices for improvement in system utilization.</p> <p>Geobase Trainer (Geocoding)</p> <p>The trainer is onsite for several days to train personnel on system setup and operation.</p> <p>Customer Personnel</p> <p>The customer's staff also plays a key role during implementation. The involvement of these personnel ensures that the new system reflects an agency's specific needs and preferences. The agency-designated Flex SAA coordinates the implementation, ongoing maintenance, and training. This individual's responsibilities include setting up Flex code tables and user groups, privileges, database parameters, and any related requirements. Additionally, the SAA troubleshoots user problems and coordinates special needs directly with Flex support personnel. As the training and support specialist, the SAA is responsible for training agency users on the Flex applications, and operating a help desk for system problems.</p>
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Exceptions to Terms, Conditions, or Specifications Form

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

Documents

Ensure your submission document(s) conforms to the following

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - Financial Strength and Stability (optional)
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Pricing](#) - Sourcewell Pricing.xlsx - Wednesday May 12, 2021 16 42 35
 - [Upload Additional Document](#) - Exhibits.pdf - Tuesday May 11, 2021 09 45 10

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Public_Safety_Software_RFP_051321 Thu May 6 2021 06:02 PM	<input checked="" type="checkbox"/>	2
Addendum_10_Public_Safety_Software_RFP_051321 Wed May 5 2021 05:51 PM	<input checked="" type="checkbox"/>	1
Addendum_9_Public_Safety_Software_RFP_051321 Mon May 3 2021 10:34 AM	<input checked="" type="checkbox"/>	2
Addendum_8_Public_Safety_Software_RFP_051321 Wed April 28 2021 05:52 PM	<input checked="" type="checkbox"/>	2
Addendum_7_Public_Safety_Software_RFP_051321 Mon April 26 2021 05:27 PM	<input checked="" type="checkbox"/>	2
Addendum_6_Public_Safety_Software_RFP_051321 Tue April 20 2021 05:56 PM	<input checked="" type="checkbox"/>	2
Addendum_5_Public_Safety_Software_RFP_051321 Fri April 16 2021 03:52 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Public_Safety_Software_RFP_051321 Thu April 15 2021 12:58 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Public_Safety_Software_RFP_051321 Fri April 9 2021 05:05 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Public_Safety_Software_RFP_051321 Thu April 8 2021 05:28 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Public_Safety_Software_RFP_051321 Wed April 7 2021 06:15 PM	<input checked="" type="checkbox"/>	2