



MASTER AGREEMENT # 020625
CATEGORY: Public Safety Communications Technology and Hardware Solutions
SUPPLIER: L3Harris Technologies, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and L3Harris Technologies, Inc., 221 Jefferson Ridge Parkway, Lynchburg, VA 24501 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

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

Article 1:
General Terms

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

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

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

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

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

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

- 9) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 10) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 11) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 12) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 13) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 14) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.
- 15) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R. § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

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

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

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

Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after

grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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

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

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

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay a two percent (2%) Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its

proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

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

- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising

out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

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

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

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

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such

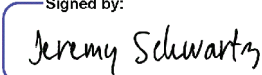
terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

020625-L3H

Sourcewell

L3Harris Technologies, Inc.

Signed by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/21/2025 | 7:45 PM CDT

Signed by:

By: 63832EBC606A409...
Tom Clair
Title: Principal Contracts
Date: 7/21/2025 | 6:16 PM CDT

RFP 020625 - Public Safety Communications Technology and Hardware Solutions

Vendor Details

Company Name: L3Harris Technologies, Inc.
Address: 221 Jefferson Ridge Parkway
Lynchburg, Virginia 24501
Contact: Marilyn Brannan
Email: pspcidqcontracts@L3harris.com
Phone: 434-385-2866
Fax: 434-385-2866
HST#: 34-0276860

Submission Details

Created On: Tuesday December 17, 2024 07:47:42
Submitted On: Wednesday February 05, 2025 10:22:59
Submitted By: Kristin Cofflin
Email: kristin.cofflin@l3harris.com
Transaction #: 278fd7e9-a960-47b5-9a99-8dfb92fc4227
Submitter's IP Address: 147.243.202.242

Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	L3Harris Technologies, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	See dealer list attached	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1PNR4	*
5	Provide your NAICS code applicable to Solutions proposed.	334220	
6	Proposer Physical Address:	221 Jefferson Ridge Parkway Lynchburg, VA 24501	*
7	Proposer website address (or addresses):	https://www.l3harris.com/	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Tom Clair Principal, Contracts 221 Jefferson Ridge Parkway, Lynchburg, VA 24501 Tom.Clair@L3Harris.com 434-485-7967	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jack Scully Sales Manager 28811 W. South St, Cary, IL 60013 Jack.Scully@L3Harris.com 224-545-2197	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kristin Cofflin Proposal Manager 221 Jefferson Ridge Parkway, Lynchburg, VA 24501 Kristin.Cofflin@L3Harris.com 434-455-9572 Marilyn Brannan IDIQ Contract Administrator 221 Jefferson Ridge Parkway, Lynchburg, VA 24501 marilyn.brannan@L3Harris.com 434-385-2866	*

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>L3Harris Technologies, Inc. is an agile global aerospace and defense technology innovator, delivering end-to-end solutions that meet customers' mission-critical needs. The company provides advanced defense and commercial technologies across air, land, sea, space and cyber domains. Resulting from the merger of Harris Corporation and L3 Technologies in 2019, L3Harris is organized into four business segments: Integrated Mission Systems; Space & Airborne Systems; Communications Systems; and Aerojet Rocketdyne.</p> <p>In 1895, Alfred Harris disrupted the printing industry problem by creating a faster printing press, establishing the Harris Automatic Press Company in Niles, Ohio. Harris built on that early innovation by evolving in the following decades into an electronic communications provider. As the space race accelerated, Harris acquired Radiation Inc., and became a leader in miniaturized electronic tracking and pulse code technology. After relocating to Melbourne, Florida, in the 1970s, Harris Corporation transformed itself into a global communications and information technology company.</p> <p>L3 Technologies was created in 1997 as L-3 Communications, named for the three initials of founders Frank Lanza and Robert LaPenta in partnership with Lehman Brothers. Lanza and LaPenta previously served in executive roles at Loral Corporation and Lockheed Martin, respectively. L3 was created through the divestiture of business segments following the merger of Lockheed Corporation and Martin Marietta – business segments that had originally been part of Loral Corporation and had been acquired by Lockheed in 1993. Under Lanza's leadership, L3 experienced massive growth through 100+ acquisitions in its first 19 years. The company changed its name to L3 Technologies in 2016 to more accurately describe its wider scope.</p> <p>In 2019, Harris and L3 combined complementary strengths in a merger of equals to form L3Harris Technologies, Inc. L3Harris is an agile global aerospace and defense technology innovator, delivering end-to-end solutions that meet customers' mission-critical needs.</p> <p>L3Harris is committed to be a good corporate citizen and enhancing life in the communities where it has operations. In addition to a robust volunteer culture through the LIFT (L3Harris Investing for Tomorrow) program, L3Harris provides philanthropic support to our community through sponsorship of events/initiatives through Community Affairs and grants and charitable gift matching through the L3Harris Foundation. L3Harris considers philanthropic support as it is aligned within three core pillars - STEM, Mission Aligned, and Community.</p> <p>Core Values: Integrity, Excellence, Respect Our Values, at their core, are the standards that guide our behavior. Acting with INTEGRITY in all our business dealings, exceeding our customers' expectations through operational EXCELLENCE, and demonstrating RESPECT to all those we interact with, is essential to maintaining a lasting and solid reputation.</p> <p>Our Operating Principles: One Company, The Power of the Enterprise, and Committed to Speed and Excellence ONE COMPANY</p> <ul style="list-style-type: none"> - One team – common goals, objectives and values - Empowered, accountable and transparent people - A clearly articulated strategy - Leading in core growth markets and technologies <p>THE POWER OF THE ENTERPRISE</p> <ul style="list-style-type: none"> - Strategic investments in innovation - Enterprise-wide systems, processes and policies - Talent is a company-wide asset - Use scale to drive efficiency and growth - Best practices shared company wide <p>COMMITTED TO SPEED AND EXCELLENCE</p> <ul style="list-style-type: none"> - Unwavering focus on customer quality and on-time delivery - Continuous improvement as a way of life - Fact-based decision making <p>L3Harris Technologies, Inc. is publicly traded under the stock ticker as LHX on the New York Stock Exchange.</p>
12	What are your company's expectations in the event of an award?	L3Harris expects to work with any and all Sourcewell users to secure information on L3Harris products and services.

13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Annual reports for 2021, 2022, and 2023 are being provided as attachments to our proposal response.	*
14	What is your US market share for the Solutions that you are proposing?	15%	*
15	What is your Canadian market share for the Solutions that you are proposing?	15%	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>L3Harris is best described as a manufacturer and service provider. L3Harris Technologies, Inc. (L3Harris) is an American technology company, defense contractor, and information technology services provider that produces C6ISR systems and products, wireless equipment, tactical radios, avionics and electronic systems, night vision equipment, and both terrestrial and spaceborne antennas for use in the government, defense, and commercial sectors.</p> <p>L3Harris directly employs a robust sales team which includes more than 60 account managers. Additionally, L3Harris has an indirect channel network that includes a national distributor, two elite partners, and 124 resellers servicing all 50 states in the United States and Canada. The L3Harris indirect channel business model leverages our highly competent business partners in building and servicing an extensive network of sales and service providers, allowing us to significantly increase Sourcewell's presence in the marketplace. Dealers work directly with their L3Harris Regional Center of Excellence to always have the latest information available and to procure products for their customers.</p> <p>L3Harris is committed to maintaining the long-term reliability of our customers' communications networks through world class maintenance and support services, provided by both L3Harris employees and an extensive network of Authorized Service Centers. L3Harris supports its critical communications systems and equipment with a complete range of hardware and software support service alternatives for full life cycle maintenance. Our knowledgeable maintenance personnel manage the installation, maintenance, and repair of L3Harris radios and systems with packages tailored to meet each customer's needs.</p>	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	See the included Business Filings Details document in Additional Documents.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	To our knowledge, there are no suspensions or debarments to report.	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<ul style="list-style-type: none">• Texas Environmental Excellence Award for Water Conservation• NFPA awards certification to L3Harris' XL Extreme 400P radio and ESM as NFPA 1802 compliant• Readers' Choice Top 50 Employer for STEM• Employer Recognition Scheme (Gold Award)• Human Rights Equality 100• Hamilton-Nagrara's Top Employers (2024)• Forbes Best Employers for Veterans (2024)• Military Friendly 2024 Employer (2024)• Indeed Better Work Awards (2023)• Early Talent Award by Handshake (2023)• Fortune 2023 World's Most Admired Companies• Forbes America's Dream Employers (2025)• Forbes America's Best Employers for Women (2024)• Forbes America's Best Large Employers (2024)• DEI Best Place to Work for Disability Inclusion (2023)• HBCU Top 20 Supporters (2023)• Readers' Choice Top 50 Employer (2023)• Bloomberg Gender-Equality Index (2023)• James S. Cogswell award for outstanding industrial security achievement (2004-2023)• Jack Donnelly Award for excellence in counterintelligence (2023)• Pilot Pathways Female Scholarship	*
21	What percentage of your sales are to the governmental sector in the past three years?	2022 - 13.39% 2023 - 12.80% 2024 - 10.97%	*
22	What percentage of your sales are to the education sector in the past three years?	L3Harris does not separate education as its own sector within our business.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Commonwealth of Kentucky Master Agreement: 2024 - \$3k Arizona, State: 2022 - \$1.1M, 2023 - \$51k, 2024 - \$3k Denver MPO: 2022 - \$1.9M, 2023 - \$335k, 2024 - \$369k Federal: 2022 - \$3.8M, 2023 - \$6.9M, 2024 - \$1M Florida SLERS: 2022 - \$1k, 2023 - \$26k HGAC Houston Galveston: 2022 - \$9k, 2023 - \$17k Maryland, State: 2022 - \$88k, 2023 - \$36K, 2024 - \$106k NASPO: 2022 - \$407k, 2023 - \$22k, 2024 - \$9k New Jersey, State: 2022 - \$87k, 2023 - \$170k, 2024 - \$27k New York OGS: 2022 - \$422k, 2023 - \$329k, 2024 - \$195k North Carolina: 2022 - \$6k, 2023 - \$6k, 2024 - \$7k Ohio State Contract: 2023 - \$6k Pennsylvania 2 Way Radio: 2024 - \$16k Sourcewell: 2022 - \$4.2M, 2023 - \$1.3M, 2024 - \$1.2M South Carolina: 2022 - \$1.3M, 2023 - \$1.4M, 2024 - \$1.4M State of Alabama: 2022 - \$11k State of Louisiana: 2022 - \$43k State of Texas DIR: 2023 - \$33k, 2024 - \$101k Virginia Information Technologies Agency: 2024 - \$262k Virginia, Commonwealth: 2022 - \$1.6M, 2023 - \$1.5M, 2024 - \$298k	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA: 2022 - \$2.8M 2023 - \$7.2M 2024 - \$4.5M	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Washington State Dept. of Transportation	Tim McDowell	360-705-7028	*
Powhatan County, VA	Tom Nolan	804-598-5830 x2801	*
Henderson County, TX	Jody Vincik	903-675-6172	*

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

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

Line Item	Question	Response *
26	Sales force.	L3Harris directly employs a robust sales team which includes more than 60 account managers. Additionally, L3Harris has an indirect channel network that includes a national distributor, two elite partners, and 124 resellers servicing all 50 states in the United States and Canada. The L3Harris indirect channel business model leverages our highly competent business partners in building and servicing an extensive network of sales and service providers, allowing us to significantly increase Sourcewell's presence in the marketplace. Dealers work directly with their L3Harris Regional Center of Excellence to always have the latest information available and to procure products for their customers.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Our robust indirect channel network includes 1 national distributor, 2 elite partners, and 124 authorized dealers throughout North America.
28	Service force.	L3Harris is committed to maintaining the long-term reliability of our customers' communications networks through world class maintenance and support services, provided by both L3Harris employees and an extensive network of Authorized Service Centers. L3Harris supports its critical communications systems and equipment with a complete range of hardware and software support service alternatives for full life cycle maintenance. Our knowledgeable maintenance personnel manage the installation, maintenance, and repair of L3Harris radios and systems with packages tailored to meet each customer's needs. The L3Harris Dealer network includes over 1000 service technicians across the United States and Canada.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders may be placed by contacting the PSPC Customer Care Center (CCC): Telephone U.S. 1-800-368-3277 International +1-434-385-2857 E-mail U.S. PSPC_CustFocus@L3Harris.com Federal PSPC_FedCustFocus@L3Harris.com International PSPC_IntCustFocus@L3Harris.com Canada orders may be placed by contacting David McIntyre, Mobile 416.891.5090/Office: 905.579.2412 ext. 211, dmcintyre@williamscom.on.ca OR, Lisa Locke Mobile – 905-261-6295, llocke@williamscom.on.ca International +1-434-385-2857
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The L3Harris PSPC Customer Care Center (CCC) is a dedicated team accessible by phone, e-mail, web and fax. The CCC offers support for order processing, quoting, return material authorizations (i.e., replacements, returns and repairs), warranty, contract administration and general inquiries. Our CCC representatives recognize the importance of proactive communications and vigorously promote a positive relationship between field, factory and customer. Our team provides a wide variety of services, including efficient order processing and status updates. Representatives also handle inquiries related to pricing quotes, products, shipping and billing status. The CCC in Lynchburg, Virginia provides telephone support from 8 a.m. to 5 p.m. (Eastern Time), Monday through Friday, excluding holidays and alternate Friday closures.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	The L3Harris Direct and Indirect Sales network can reach all Sourcewell participating entities across the United States. We encourage our Sales Force to proactively contact and engage customers in product demonstrations and other hands-on methods to prove to them that L3Harris products provide more value and higher performance. See our L3Harris Qualifications document referenced as an attachment to our submittal for an overview and capabilities of L3Harris products and services.

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	The L3Harris Direct and Indirect Sales network can reach all Sourcewell participating entities across Canada. We encourage our Sales Force to proactively contact and engage customers in product demonstrations and other hands-on methods to prove to them that L3Harris products provide more value and higher performance. See our L3Harris Qualifications document referenced as an attachment to our submittal for an overview and capabilities of L3Harris products and services.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	L3Harris has the capability to serve any geographic area of the United States and/or Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	L3Harris has the capability to serve all participating entity sectors.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	L3Harris does not have any specific contract requirements or restrictions that apply to Hawaii, Alaska or the US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	L3Harris and Sourcewell will collaborate to officially announce the award through a release distributed to leading outlets within our customer verticals. Marketing efforts will follow Sourcewell's procedures in marketing company products and services. L3Harris will share the announcement and leverage Sourcewell's marketing resources with our direct and indirect sales teams throughout North America. Annually, Sales and Marketing will leverage opportunities to message Sourcewell features and benefits including adding links and information to our website, newsletters and marketing collateral. Some examples of our marketing materials can be found at: l3harris.com and l3harris.com/all-capabilities/public-safety-funding-and-grants.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	L3Harris will expand their funding page on L3Harris.com to host approved co-branded messaging, a co-branded Sourcewell marketing resource and a link to the Sourcewell webpage designated to direct customers and potential customers to take action or seek additional information. L3Harris uses social media to enhance marketing effectiveness. The L3Harris social media accounts are as follows: Twitter @L3HarrisTech, LinkedIn @L3Harris Technologies, Instagram @L3HarrisTech, Facebook @L3Harris Technologies, and YouTube @L3Harris Technologies	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	If awarded the Sourcewell contract, L3Harris and Sourcewell will collaborate to engage and train our nationwide network of channel partners on Sourcewell and overall best practices when representing Sourcewell's products and services. L3Harris has a network of 124 dealers servicing all 50 states in the United States and Canada. L3Harris and Sourcewell will collaborate to engage and train our North American network of field sales and channel partners about Sourcewell and overall best practices when representing Sourcewell's products and services.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No	*

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

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	The 2025 Technical Training Catalog included in our offering describes all of our training services and includes pricing. Our training uses a blended approach comprised of traditional classroom instruction conducted on site or at our Technical Training Center in Lynchburg, Virginia, virtual classroom (live, instructor-led training over the Internet) training, and asynchronous (self-paced, web-based) training. This approach provides our customers with flexibility in purchasing a training solution that fits their needs and budget.	*

42	Describe your proposed solutions integration and interoperability capabilities with other communication and technology components.	<p>L3Harris offers a variety of solutions to support multi-level interoperability.</p> <p>Interoperability Gateway (Network First Gateway) - Provides the most basic level of interoperability. It permits system-level audio connectivity with legacy trunked and conventional analog radio systems, regardless of manufacturer or frequency band via 4-wire E&M.</p> <p>DFS I - A standard-based interface permits direct interoperability with P25C stations.</p> <p>- P25 Inter-RF Sub System Interface (ISSI) - Permits interoperability with neighboring P25 systems. It also permits Automatic roaming and a full suite of industry-standard features to provide ease of use for field users.</p> <p>- BeOn® - L3Harris' unique Push-to-Talk (PTT) communications solution runs over commercial cellular broadband, including 3G/4G, Wi-Fi, and LTE. It allows State's radio users to extend their PTT communications from a regional system to a nationwide footprint over commercial cellular networks.</p>	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>L3Harris is committed to environmental sustainability, focusing on minimizing environmental impacts through efficient use of natural resources, reducing greenhouse gas emissions, managing water consumption, and waste minimization. Our corporate commitments play a pivotal role in fostering collaboration throughout our business functions, segments and leadership, ensuring that we remain at the forefront of sustainability efforts.</p> <p>At L3Harris, we maintain our commitment to reduce greenhouse gas (GHG) emissions as a pivotal element of our environmental sustainability strategy. Our approach to managing GHG emissions and energy consumption is guided by a comprehensive GHG Reporting Procedure, which is applied consistently across all our company locations globally. This procedure outlines the management process that governs our GHG emissions reduction efforts and tracks our progress toward achieving reduction targets. L3Harris has engaged an external assurance provider for third-party verification of our 2023 Scope 1 and 2 GHG emissions data in accordance with the ISO 14064-3 standard. L3Harris has continued to make progress in reducing our GHG emissions after exceeding our original reduction target of 30% through the success of the Elm Branch Solar Farm, consolidation of our carbon footprint and energy reduction projects. L3Harris is committed to continuing our alignment with the SBTi 1.5-degree scenario (1.5C°) reduction pathway as we work to further mitigate emissions until our next long-term GHG reduction target is established. In 2023, we finalized a contract for onsite solar carports at our San Diego site. Additionally, L3Harris signed contracts for three offsite solar projects in the State of New York to address approximately 50% of the electrical load at five of our Rochester locations.</p> <p>Our Corporate Environmental Sustainability Team collaborates across segments and functions, including but not limited to EHS, Facilities and Category Management to drive energy management initiatives throughout the organization. L3Harris continues to actively look for opportunities to reduce our energy consumption through facilities infrastructure and resiliency projects. When identifying projects, we assess their potential positive or negative sustainability impacts with our Environmental Sustainability Calculators. These calculators offer a standardized approach for estimating the environmental impacts and associated costs of infrastructure improvements such as higher efficiency HVAC systems, boilers, lighting, roof replacements, window upgrades, compressed air systems and more. In 2023, we successfully executed an additional 80 energy efficiency projects, which are anticipated to result in an estimated annual energy savings of around 6,047,845 kWh. Our corporate commitments play a pivotal role in fostering collaboration throughout our business functions, segments, and leadership, ensuring that we remain at the forefront of sustainability efforts.</p> <p>For further information, our 2023 Sustainability report can be viewed here: https://www.l3harris.com/l3harris-sustainability-report-2023</p>	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Other green/sustainability factors include the reuse of pallets and the recycling of cardboard boxes.</p>	*

45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>L3Harris is currently implementing or has implemented systems throughout North America. Examples include State of Wisconsin, New York State Thruway Authority, American Electric Power (AEP), Joint National Capitol Region, State of Florida, and Alberta First Responder Radio Communication System (AFRRCS).</p> <p>L3Harris products and equipment are also available for procurement through our authorized distribution channels across North America and select regions of the world. Partnering with L3Harris gives agencies the lowest lifecycle costs, especially when comparing the capabilities, robustness, and reliability to others in the industry.</p> <p>Interoperability: L3Harris provides multifaceted interoperability solutions to support and connect multiple agencies and vendors across systems and communication standards through Pathway+ Gateways Digital Fixed Station Interoperability (DFSi), BeOn®, and P25 Inter RF Sub System Interface (ISSI). At the radio level, L3Harris radios can support multiple frequency bands, as well as multiple LMR and broadband communication protocols, platforms, and modes of operation, including analog conventional, P25 trunked and conventional, LTE, FirstNet, and Mission-Critical Push-to-Talk (MCPTT). The VIDA network can connect users from many different systems and technologies, assuring reliable mutual-aid communications.</p> <p>Reliability, Outstanding Value: The new P25 system solutions are designed to minimize single points of failure. Geographically split Network Switching Centers provide redundancy and survivability. Non-proprietary, commercial-off-the-shelf (COTS) equipment provides ease of replacement.</p> <p>Redundancy: The L3Harris Geo-Separated Redundant VIDA solution is unmatched. The failover rates are the fastest in the world. First Responders using L3Harris P25 solutions know when they key up, they will be heard. Both VIDA cores run simultaneously in different geographic locations, listening to everything on the system. If one of the cores is compromised, the other core takes on the load without skipping a beat. The solution has been tested time and time again during catastrophic events, with full success. In the event both cores are compromised, each site can retain communication integrity with autonomous trunking.</p> <p>Innovative High-Tech Solutions: L3Harris technology approach is one of the innovative and future-ready solutions designed from valuable ideas and opinions of first responders and dispatchers. In addition to our ability to connect our systems to FirstNet, the proposed BeOn Push-to-Talk P25 application will serve the customer's communication needs today and in the coming years. The use of an XL portable radio, either full spectrum or single-band, extends the coverage anywhere in the world by connecting to Wi-Fi, LTE or FirstNet, including inside buildings such as schools or hospitals.</p> <p>L3Harris infrastructure can seamlessly operate between Phase 1 and Phase 2 with no additional software or hardware changes.</p> <ul style="list-style-type: none"> – Enhanced Dynamic Dual Mode (EDDM) – The mixed-mode functionality of L3Harris P25 infrastructure will allow the use of channels in P25 Phase 1 or P25 Phase 2 mode of operation. Base station channels change between Phase 1 and Phase 2 mode on the fly as each call is established depending on the capabilities of the radios involved in the call. – Digital Audio Clarity – L3Harris P25 systems feature the Advanced Multi-band Excitation (AMBE+2™) vocoder, the next generation of P25 Phase 1 Improved Multi-band Excitation (IMBE) vocoders. The AMBE+2™ vocoder replicates human speech better than previous vocoders and at about a third of the bit rate required for P25's IMBE. This results in better voice quality, better speaker recognition, and improved system throughput.
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	The L3Harris contracting plan for women and small business entities has been attached to the proposal in section WMBE/MBE/SBE or Related Certificates. L3Harris does not hold any of the following certifications but makes every effort to partner with WMBE/SBE companies.	*
47		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
48		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
49		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
50		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
51		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
52		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
53		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
54		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Net 30 payment terms.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	L3Harris offers financing solutions provided by regional financial partners for qualified customers and end users acquiring L3Harris equipment and services.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Standard transaction documents may include: 1.) System Purchase Agreement for system solutions sold, 2.) Software License Agreement, 3.) Maintenance Agreement for extended maintenance contracts, or 4.) L3Harris Standard Conditions of Sale, based on the purchase. Please see Standard Transaction Document Samples folder.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We can accept P-Card's as Credit card transactions. Payments over \$10K via this process there is a 3% fee charged, under \$10K is no charge.	*

59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Please refer to the current L3Harris catalog for products and pricing. The most current catalog and pricing is available upon contract award at: https://premier.pspc.harris.com/infocenter/ . An electronic copy of the Products and Services Catalog is included for reference only.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discount percentages range from 0% to 26% off List Price. See attachment "Bid Pricing Response RFP #020625" with discounts identified per Equipment Class.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	L3Harris may offer additional discounting based upon volume discounting or current promotional offerings.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	All 3rd party equipment or services will be quoted upon request.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	For system purchases, additional costs will be incurred for staging of equipment and associated services.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight will be calculated at time of order shipment.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight forwarding services are available. Please contact the Customer Care Center to request a quote.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	L3Harris has multiple auditing processes, including self-audit checklists, peer reviews, and random sampling audits. In addition, L3Harris references individual contract agreements (such as Sourcewell) in each sales order. Using this reference, L3Harris runs monthly/quarterly sales reports and can provide these reports to Sourcewell on a quarterly basis.	*
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Management reviews sales on a quarterly basis.	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Our typical administrative fee is 1%-2% of contract sales.	*

Table 6B: Pricing Offered

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

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

Line Item	Question	Response *	
71	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	The Products and Services catalog and 2025 Training catalog are attached as parts of this proposal to describe all products, equipment, and services offered by L3Harris.	*
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please refer to the Products and Services catalog and 2025 Training catalog - Table of Contents, to view the subcategories of products, equipment and services offered by L3Harris.	*

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offerings	Offered *	Comments	
73	In-station Public Safety alerting or paging systems;		<input checked="" type="radio"/> Yes <input type="radio"/> No	The products and services to support the Fire/EMS/Paging systems are provided in the "Products and Services" catalog. However, please reach out to the L3Harris Technical Solutions Team to design a complete system that best meets the individual Sourcewell Agency's needs.	*
74	Dispatch/control room consoles and associated integrated communications equipment;		<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to the "Products and Services" catalog for more information. However, please contact L3Harris Technical Solution Team for additional bundles, features, and other configurations for the enhanced solutions such as Computer Aided Dispatch (CAD).	*
75	Wearable or portable communication devices, including biomonitring wearables, alerting or paging systems		<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to the "Products and Services" catalog for more information. L3Harris mobile and portable radios come standards with GPS, Bluetooth WiFi features and support LTE-enabled apps like video streaming and biometric sensing for user monitoring.	*

76	Connectivity and interoperability devices, hardware, and equipment for the connection of communication systems and endpoints, including:		<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>L3Harris supports multiple vendors/agency interoperability across LMR, LTE, and Wi-Fi standards through various standard product offerings - Network First Gateway, Encompass Gateway, BeOn®, and P25 Inter RF Sub System Interface (ISSI).</p> <p>L3Harris StatusAware application integrates with CAD/AVL to provide real-time GPS locations, status, group affiliations, and situational awareness information. Exacom Hindsight recorder, Tritech CAD, Hexagon CAD, IDA/Trackit, FATPOT/Telus CAD, Southern Software, Tyler Technologies, GlobalFlyte, Superior are some of the CAD vendors who have completed/planned integration into L3Harris StatusAware services. New CAD vendors can subscribe to the L3Harris StatusAware service by receiving API interface Spec upon signing Non-Disclosure Agreement (NDA) and developing an XMPP (derived from XML) interface to the spec. Once the interface is developed, L3Harris offers remote testing and final validation in the lab.</p> <p>Situational Awareness Mapping powered by Live Earth is a real-time interactive data visualization solution for command centers. It securely manages data from multiple sources, including geo-location, presence information of LMR units, transportation, traffic, weather, and many more. StatusAware server integrates with the Live Earth mapping solution to collect and send location, status, and other information from P25 radios and BeOn clients.</p>	*
77		Satellite communications equipment;	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
78		Portable and deployable wireless hubs, routers, and networks	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
79		Mesh networks and mesh radios	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

80		Land mobile/broadband radios	<input checked="" type="radio"/> Yes <input type="radio"/> No	With a proven record of Land Mobile Radios and battle-tested military tactical radios, L3Harris offers a wide variety of P25 subscriber products to meet every user's needs. All models share common attributes - ruggedness, reliable communications, and ease of use. L3Harris' portable (XL-150P, XL-185P, XL-200P, XL-400P) radios are the only radios in the market capable of secure, true P25 communications over Land Mobile Radio (LMR), Wi-Fi, and LTE.	*
81		Push to Talk over Cellular (PoC) handsets	<input checked="" type="radio"/> Yes <input type="radio"/> No	L3Harris BeOn is the best-selling and unique push-to-talk solution in the public safety market. BeOn extends Land Mobile Radio (LMR) Push-to-Talk (PTT) Communication services to users on commercial cellular and private LTE broadband networks. BeOn solution can deliver voice communication services to subscribers as Voice-over-IP data packets using wireless broadband IP data services. It enables subscribers such as smartphones, tablets, or PC users on a 3G or 4G Cellular, Wi-Fi, or Public Safety LTE network to communicate with LMR users.	*
82		High Power User Equipment (HPUE) for LTE	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
83	Airborne, marine, and underwater communication systems		<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

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

- [Pricing](#) - Pricing.zip - Wednesday February 05, 2025 09:40:00
- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Wednesday February 05, 2025 09:40:23
- [Marketing Plan/Samples](#) - Marketing Plan and Samples.zip - Wednesday February 05, 2025 09:44:41
- [WMBE/MBE/SBE or Related Certificates](#) - CY 2024_L3Harris' Small Business Subk Plan_redacted.pdf - Wednesday February 05, 2025 09:45:11
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Wednesday February 05, 2025 09:48:46
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Additional Documents.zip - Wednesday February 05, 2025 10:11:25

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Tom Clair, Manager, Contracts, L3Harris Technologies, Inc.

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_12_Public_Safety_Communications_Eqpt_RFP_020625 Wed January 29 2025 03:10 PM	<input checked="" type="checkbox"/>	4
Addendum_12_Public_Safety_Communications_Eqpt_RFP_020625 Wed January 29 2025 03:09 PM	<input checked="" type="checkbox"/>	4
Addendum_11_Public_Safety_Communications_Eqpt_RFP_020625 Tue January 28 2025 01:37 PM	<input checked="" type="checkbox"/>	1
Addendum_10_Public_Safety_Communications_Eqpt_RFP_020625 Mon January 27 2025 04:19 PM	<input checked="" type="checkbox"/>	1
Addendum_9_Public_Safety_Communications_Eqpt_RFP_020625 Mon January 27 2025 10:15 AM	<input checked="" type="checkbox"/>	1
Addendum_8_Public_Safety_Communications_Eqpt_RFP_020625 Tue January 21 2025 09:01 AM	<input checked="" type="checkbox"/>	1
Addendum_7_Public_Safety_Communications_Eqpt_RFP_020625 Thu January 16 2025 03:36 PM	<input checked="" type="checkbox"/>	1
Addendum_6_Public_Safety_Communications_Eqpt_RFP_020625 Wed January 8 2025 11:08 AM	<input checked="" type="checkbox"/>	1
Addendum_5_Public_Safety_Communications_Eqpt_RFP_020625 Fri January 3 2025 03:19 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Public_Safety_Communications_Eqpt_RFP_020625 Mon December 30 2024 04:32 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Public_Safety_Communications_Eqpt_RFP_020625 Fri December 27 2024 09:56 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Public_Safety_Communications_Eqpt_RFP_020625 Tue December 24 2024 01:46 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Public_Safety_Communications_Eqpt_RFP_020625 Wed December 18 2024 08:04 AM	<input checked="" type="checkbox"/>	1