

# MASTER AGREEMENT # 020625 CATEGORY: Public Safety Communications Technology and Hardware Solutions SUPPLIER: Zetron, 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 Zetron, Inc., 6812 185<sup>th</sup> Ave. NE, Redmond, WA 98052 (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

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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 biomonitoring 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 Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 11) **Open Market.** Supplier's open market pricing process is included within its Proposal.

#### 12) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will 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 material 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 Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 14) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 15) Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200). Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United

States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- ii) DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated

by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

- 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 Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- v) CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.
- vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- vii) BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after

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

- ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- xi) ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
- xix) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.
- xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

# Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- 7) Administrative Fee. In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities

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

- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) Indemnification. Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. Supplier's maximum liability per occurrence for damages caused by failure to perform its obligations under this Agreement is limited to an amount not to exceed the total net payments of Administrative Fees paid under any twelve (12) month period during the Term. Supplier's indemnification obligations under the Agreement are excluded from this limitation provision. In no event will Supplier be liable for consequential damages.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

#### 19) Grant of License.

- a) During the term of this Agreement:
  - 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

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- authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) Additional Insured Endorsement and Primary and Non-contributory Insurance Clause. Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) Waiver of Subrogation. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

# Article 3: Supplier Obligations to Participating Entities

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

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

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

Sourcewell

Jeremy Schwartz

COFD2A139D06489...

By:

Jeremy Schwartz

Title: Chief Procurement Officer

Date: \_\_\_\_\_\_7/30/2025 | 10:33 AM CDT

Zetron, Inc.

DocuSigned by:

| Sutt Durch
| A7B8202376044B9...

Scott French

Title: President and Executive General

Manager

7/29/2025 | 4:28 PM PDT Date:

v052824

# RFP 020625 - Public Safety Communications Technology and Hardware Solutions

#### **Vendor Details**

Company Name: Zetron, Inc.

6812 185th Ave NE

Address:

Redmond, WA 98052

Contact: Anita Page

Email: zusstatecontracts@zetron.com

Phone: 425-820-6363 HST#: 91-1121292

#### **Submission Details**

Created On: Thursday December 19, 2024 11:56:49
Submitted On: Thursday February 06, 2025 11:08:42

Submitted By: Anita Page

Email: zusstatecontracts@zetron.com

Transaction #: 799fd6d2-8e0a-4a6b-8002-ba6d6985dcde

Submitter's IP Address: 147.243.186.113

#### **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.

Question	Response *	
Provide the legal name of the Proposer authorized to submit this Proposal.	Anita Page	*
In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes, Zetron, a Codan Company, is the supplier that will execute the master agreement with Sourcewell.	*
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).	Daniels Electronics Ltd. dba Codan Communications	*
Provide your CAGE code or Unique Entity Identifier (SAM):	a. Zetron's Unique Entity Identifier: N2S2PV4C41F6. Codan's Unique Entity Identifier: H2CCXQFJ48V9 b. Zetron's CAGE code is 62253, Codan's CAGE code is OUEM2.	*
Provide your NAICS code applicable to Solutions proposed.	<ol> <li>334210 - Telephone Apparatus Manufacturing.</li> <li>334220 - Radio and Television Broadcasting and Wireless Communications.</li> <li>Equipment Manufacturing.</li> <li>334290 - Other Communications Equipment Manufacturing.</li> <li>811213 - Communication Equipment Repair and Maintenance.</li> </ol>	
Proposer Physical Address:	6812 185th Ave NE, Redmond, WA 98052	*
Proposer website address (or addresses):	https://www.zetron.com/	*
Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Scott French, President and Executive General Manager, scott.french@zetron.com, 6812 185th Ave NE, Redmond WA, 98052, 425-820-6363.	*
Proposer's primary contact for this proposal (name, title, address, email address & phone):	Anita Page, Contracts Administrator, 6812 185th Ave NE, Redmond WA, 98052, zusstatecontracts@zetron.com, 425-820-6363	*
phone):	Jessica Gratrix, Proposal Specialist, 6812 185th Ave NE, Redmond WA, 98052, zusproposalcenter@zetron.com, 425-820-6363.  Kelli Mellquest, Senior Manager Sales Operations, 6812 185th Ave NE, Redmond	*
	Provide the legal name of the Proposer authorized to submit this Proposal.  In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.  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).  Provide your CAGE code or Unique Entity Identifier (SAM):  Provide your NAICS code applicable to Solutions proposed.  Proposer Physical Address:  Proposer website address (or addresses):  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):  Proposer's primary contact for this proposal (name, title, address, email address & phone):  Proposer's other contacts for this proposal, if any (name, title, address, email address, email address &	Provide the legal name of the Proposer authorized to submit this Proposal.  In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.  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).  Provide your CAGE code or Unique Entity Identifier (SAM):  Provide your NAICS code applicable to Solutions proposed.  Provide your NAICS code applicable to Solutions proposed.  Proposer Physical Address:  Proposer Physical Address:  Proposer Website address (or addresses):  Proposer's Authorized Representative (name, title, address, email address & phone):  Proposer's other contacts for this proposal (name, title, address, email address & phone):  Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):  Anita Page  Anita Page  Arita Page  Arita Page  Asita Acodan Communications  agreement with Sourcewell.   Pses, Zetron, a Codan Company, is the supplier that will execute the master agreement with Sourcewell.   Pses, Zetron, a Codan Company, is the supplier that will execute the master agreement with Sourcewell.   Pses, Zetron, a Codan Company, is the supplier that will execute the master agreement with Sourcewell.   Pses, Zetron, a Codan Company, is the supplier that will execute the master agreement with Sourcewell.   Daniels Electronics Ltd. dba Codan Communications  As Zetron, a Codan Company, is the supplier that will execute the master agreement with Sourcewell.   Daniels Electronics Ltd. dba Codan Communications  As Zetron, a Codan Company, is the supplier that will execute the master agreement with Sourcewell.   Daniels Electronics Ltd. dba Codan Communications  As

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

Line Item	Question	Response *

Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.

Since our establishment in 1980 as a regional volunteer fire paging product business in Issaquah, Washington (USA), Zetron has been entrenched in the mission critical communications industry with an unwavering commitment to reliable connectivity, superior quality, and exceptional customer service.

Critical communications technology is continuously evolving and Zetron's innovation over the years has consistently had a profound influence on the development of what is today's industry standard. Despite our modest roots, in 2025 we are a trusted global leader with offices located across the US, Canada, United Kingdom and Australia. The reach Zetron has established allows our technology to serve millions of people in critical public safety environments on all seven continents.

The year 2021 marked a pivotal moment in the company's history, when Zetron was acquired by Codan Limited (ASX:CDA). This strategic purchase culminated in a merger of Zetron and Codan's Critical Communications business, expanding Zetron's offerings to create a fully integrated end-to-end mission critical communications portfolio of solutions and services.

Zetron's commitment to being always on and always ready reached new heights in 2023, with the acquisition of our long-time partner GeoConex, and Eagle NewCo (a business unit of NEC Software Solutions UK Limited). These carefully selected acquisitions and subsequent integrations further expanded Zetron's solutions suite and aptness to provide customers worldwide with additional flexibility and choice in meeting their communication needs.

Today's Zetron includes over 80 years of collective experience beginning with Daniels Electronics, founded in 1938 in Victoria, British Columbia Canada. Showcasing innovative, integrated IP-based solutions, purpose-built for the next generation of emergency call taking, dispatch, CAD, fire station alerting, and other mission critical systems. While focusing on interoperability, configurability and scalability, Zetron solutions address the unique and evolving demands of remote and geo-diverse operations now and however those demands will expand in the future. Behind our technology, Zetron offers industry-leading services, including project management, training, technical support, professional services and more. Zetron has a long-established and far-reaching network of experienced and trained partners, resellers, system integrators and distributors that fortify our overall support ecosystem; ensuring our customers have the resources they rely on 24/7.

As communications technology continues to evolve, Zetron remains a beacon of resilience, innovation, and customer-centric values. Zetron's history is not just a timeline of milestones, but a testament to its enduring commitment to excellence in mission critical communications.

- Why Choose Zetron?
- 1. Interoperability We don't box you in or arrogantly assume we're ALWAYS the RIGHT solution. We believe ongoing customer flexibility and choice are crucial.
- 2. Quality It's not just a job in critical communications; it's the only job. Built for longevity, reliability, and to work as designed, the quality behind Zetron services and solutions are legendary.
- 3. Customer-driven Always inquiring, learning, improving. By prioritizing customer needs and building relationships based on transparency and compassion, Zetron innovation can reach new heights and thrive in a competitive environment and challenging marketplace.
- 4. Simplicity Every customer is unique. Our solutions combine configurability with ease of use, prioritizing function over fashion to optimize end user learning, efficiency and adaptability.
- 5. Fit After 80+ years, Zetron is experienced and large enough to deliver world class, but small enough to treat every customer like first class. We're here for you for the long haul.
- 6. Value Functional breadth, ease of use, and low maintenance combined to provide the lowest total cost of ownership in the critical communications market.
- 7. Reach By fortifying a large network of value-add technology and partners, Zetron has magnified our reach and the various ways we can reinforce our customers' needs.
- 8. Care As a trusted leader in critical communications technology, we appreciate that our channel partners and end users rely on us to always be mindful of their needs. Zetron acknowledges it is our responsibility to consistently be aware of maturing trends, evolving situations and unfolding public safety requirements.

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12	What are your company's expectations in the event of an award?	Zetron has been a trusted provider of mission critical communications for several decades and is relied on by first responders in public safety, transportation, utilities, healthcare, education, local and state government.  Our expectation and promise in the expectation of an award is to continue our unrelenting support to our end users, both pre-existing and new.  The history of our commitment to Zetron customers will continue to be demonstrated in the event of another award from Sourcewell. We continue to acknowledge the significant and life-altering nature of mission critical communications and commit to exceeding the expectations of our customers and partners through products, services and expertise offered through Sourcewell.	
		Currently, all Zetron end users who purchase off our contract are given an immediate 10% discount on all discountable items. In the expectation of a new award, this discount will also be given to end users.  Since Zetron's previous award in 2021, the Sales Operations team has made strides to endorse and promote our Sourcewell agreement. Through scheduling external and internal training, Sourcewell is repeatedly the primary contract vehicle we suggest to our team and our customers. This aspect of our dedication is one we intend to continue and strengthen with a newly awarded contract.  An integral part of our current contract is Zetron's partnership with NCL. This advantageous partnership gives our end users easy access to customizable financing solutions that allow them to empower their own business and projects. Should NCL also be awarded a new contract as a result of this RFP, Zetron eagerly welcomes opportunities to further this relationship.	*
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.	Zetron's financial position is extremely strong. Zetron is a well-managed, stable company that our customers count on as a strategic business partner for many years to come. Financial information on Zetron can be obtained from the Dunn and Bradstreet reporting service. Our D&B number is 01-956-3816.  By selecting Zetron to provide your communication system equipment, you will be investing in a long-term relationship with Zetron for your radio network. Zetron's lengthy history shows confidence from our customers as we have served Federal, State, and Local governments, as well as commercial industries. The acquisition by Codan shows backing and support, as well as belief in the value of what we provide.	*
		Our Corporate Financial Statements for 2021 to 2024 will be included as attachments in our submission.	
14	What is your US market share for the Solutions that you are proposing?	American Market Shares: \$57,760,769.00. Approximately 367 customers and 178 active American resellers. Zetron is present in 46 states across the US and currently has approximately 1,750 deployed systems.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Canadian Market Shares: \$7,739,944.00. Approximately 81 customers and 21 active Canadian resellers.	*
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.	Within the past 7 years Zetron, Inc. has not exercised any bankruptcy proceedings. Zetron agrees to provide notice in writing to Sourcewell if we should enter a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	*
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?	b) Zetron maintains alliances with a worldwide network of Authorized Channel Partners (Dealers) who market and support our products and custom systems. This gives Zetron a significant presence in over 60 countries. Zetron and our partners have installed and deployed thousands of systems worldwide. The scope and success of these projects demonstrate the performance and reliability of our products and the capabilities of our reseller partners throughout the world.  To support our partners in multiple regions, Zetron Territory Managers help our Channel Partners identify opportunities and gain product knowledge. Additionally, Zetron provides the opportunity for Factory Training enabling our Channel Partners to become proficient in installing, maintaining and operating our various systems and products.  In addition to our Channel Partners, Zetron works closely with an appointed distributor for certain designated territories. This distributor, along with its affiliates and channel partners, plays a vital role in driving market engagement and delivering tailored solutions to meet diverse customer needs. The distributor may sell Zetron products and services either directly to end users or through its channel network, enabling a flexible and scalable approach to system delivery and support. This strategic partnership further enhances our reach as a company and ensures the customers receive flexible, efficient expert guidance and service throughout their system's lifestyle and beyond.  Quality craftsmanship and responsiveness to issues are critical elements that any	
		authorized Channel Partner must display to be considered for Zetron qualification.	l

Zetron has selected fully qualified Channel Partners to participate in this contract that have been evaluated and selected by our team from among many channel partners based on their stability, work ethic, technical capabilities and public safety experience. Service locations of these channel partners are located throughout the United States to provide rapid response in the rare case of an equipment failure. Zetron stands behind our Channel Partners by providing them with up-to-date technical training, quality control of our products based on our ISO 9001 certification, and 24-hour technical and engineering support. Zetron has absolute confidence that customers will be well served by these Channel Partners.

Please see the attached supplemental listing of these Channel Partners organized by a State or Province. Please note that this is a small portion of the approximate 500 Zetron Channel Partners nationwide.

There are steps to becoming a Zetron Authorized Channel Partner; the company must first provide sufficient evidence of their expert knowledge and abilities in public safety communication equipment. Zetron Authorized Channel Partners go through factory training on Zetron products to ensure that all Zetron Authorized Channel Partners have the ability to provide customers with exceptional products and services. The expectations and responsibilities of all our subcontractors/dealers/resellers are captured in a Subcontracting/Channel Partner Agreement which describes in detail all expectations.

All Zetron Channel Partners have the knowledge and expertise to assist customers with order development and tracking. Zetron works closely with each channel partner to achieve an accurate and complete quote and purchase order. The Order Entry Team will assist Channel Partners with order development, placement and tracking. Zetron has documented processes in place that ensure contract compliance with any order that is placed with us. All orders are tracked by a Price List system, end user information is required for all contract sales, and Zetron has a dedicated point of contact in-house who approves each order prior to shipment before it may be shipped and submits quarterly reporting on contract sales.

All of Zetron's Subcontractors/dealers are held to high professional standards. These standards are defined in their Subcontractor Agreement and Channel Partner Agreement. If Zetron finds a subcontractor/dealer to be unsatisfactory we will terminate that company's involvement in the project and reassign the work to a qualified Zetron trained company.

Further, Zetron may, by written notice, require the Subcontractor to stop Services and/or Deliverables at any time, or may terminate the same, if the applicable contract is terminated for any reason, or Zetron is otherwise required to stop work, or the Customer requires the Subcontractor to stop work. In these instances, the Subcontractor's sole remedy shall be the compensation becoming due hereunder with respect to the Services and Deliverables satisfactorily completed or delivered to the date of stoppage or termination.

With respect to adding new Channel Partners, if we discover an environment that does not have a channel partner, we will recruit the best in the marketplace, train and certify them to ensure they comply with the Zetron and Sourcewell terms and conditions. Our Territory Managers are constantly improving the Reseller Channel to ensure support in every state and region. After a Channel Partner is chosen and agrees to perform the duties an agreement is put in place which will lay out all the duties and responsibilities with respect to the Sourcewell Contract and any state specific contractual obligations.

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.

ISO 9001 – Quality Management System: Zetron holds ISO 9001 certification, demonstrating our adherence to internationally recognized quality standards. This certification underscores Zetron's dedication to consistent processes, continuous improvement, and customer satisfaction. By complying with ISO 9001, Zetron ensures that its products and services meet the highest quality standards, providing customers with reliable and effective communication solutions. This commitment to quality enhances customer confidence and reinforces Zetron's position as a trusted partner in mission-critical communication environments. Zetron has maintained this certification continuously since May 5, 1998, upgrading to the newest versions of the standard as they are released. Our current ISO 9001:2015 certification was issued on January 2, 2018, and is valid until January 1, 2027. You can find more details about their certification, including a copy of the certificate itself, on our website: https://www.zetron.com/about-zetron/.

ISO 27001 – Information Security (Pending 2025): Zetron is actively pursuing the ISO/IEC 27001 certification for Information Security Management. By pursuing ISO 27001 certification, Zetron assures customers that their information is handled with the utmost care and security. Although the certification is pending, our commitment to achieving it shows our dedication to providing secure and reliable communication solutions. We are hoping to receive this certification by the end of 2025.

Bid Number: RFP 020625

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	Zetron does not have any past or current debarments or suspensions.
20	pendency of this RFP evaluation.  Describe any relevant industry awards or recognition that your company has received in the past five years.	Over the past five years, Zetron has received notable industry recognition, including:  • State of Iowa Contract for Next Generation 9-1-1 Shared Services (October 2022): The Iowa Department of Homeland Security and Emergency Management awarded Zetron a contract to continue delivering and managing the state's Next Generation 9-1- 1 Shared Services Program. This initiative enhances emergency communications across Iowa, serving as a model for transitioning legacy Public Safety Answering Point technologies to modern systems.
		Additionally, Zetron has been involved in initiatives such as the Golden Headset Awards, which honor outstanding public safety telecommunicators. While these awards are organized by Zetron to recognize industry professionals, they reflect the company's commitment to excellence in public safety communications.
		• In March 2024, Zetron co-sponsored the Welcome Reception at IWCE 2024. In collaboration with The Industry Council for Emergency Response Technologies (iCERT) and International Wireless Communications Expo (IWCE), Zetron was involved in the PSAP of the Future exhibition, attendees visiting the PSAP of the Future exhibit were immersed in an experience that allowed them to drop into a Next Generation 9-1-1 (NG9-1-1) call in progress and follow the flow from incident to response, using emerging and advanced technologies from iCERT member companies. This self-guided, interactive journey will take them through every stage of a NG9-1-1 call, showcasing the innovative technologies and solutions behind the calls.
		• On November 16, 2023, Zetron partnered with BestHuman™ (formerly Locelle), a professional development company based in Victoria, British Columbia (CAN), to implement a new leadership program at Zetron. The program will leverage BestHuman's years of experience in providing mentorship, networking and community in technology fields to deliver specialized leadership training that combines the power of executive coaching and peer to peer learning to help leaders effectively manage today's diverse and remote/hybrid workforce. ★
		On October 10, 2023, Zetron announced that the company's annual Shoot for the Stars charity golf and auction held on August 31, 2023, at The Golf Club at Newcastle raised \$51,000 for the Behind the Badge Foundation. The foundation provides comprehensive support to Washington State's law enforcement agencies, families and communities after an officer has died or suffered serious injury in the line of duty. Over 11 years, Zetron Shoot for the Stars events have raised more than \$400,000 for the foundation.
		• On August 3, 2023, Zetron partnered with EaseAlert, a pioneer in heart-smart Firefighter Alerting Systems (FFAS), to integrate EaseAlert's pre-alerting solutions with Zetron's MAX Fire Station Alerting system. The integration enables either a Compuer Aided Dispatch (CAD) system or MAX Fire Station Alerting to trigger vibration and LED notifications directly to wrist-worn devices on firefighters just prior to conventional audible tones being broadcast. The gentle 'pre-alert' is designed to reduce the harmful physical and psychological impacts to firefighters of being routinely and unexpectedly startled by brash piercing audible alarms.
		• In March 2023, North Central Regional Planning Commission (NCRPC) of Kansas (USA) awarded Zetron a contract to provide cyber resilience assessments and roadmaps for the Public Safety Answering Points (PSAPs) of 34 counties across the state. This opportunity was funded by the Homeland Security Grant Program (HSGP) from the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS). The Kansas Highway Patrol's Homeland Security/Emergency Operations unit applies for and administers the HSGP funding to awarded subrecipients, such as the NCRPC, as fiscal agent to 6 of the 7 Homeland Security regions in the state of Kansas.
		We continue to pursue industry recognition and attend several major key Tradeshows that promote the products that are being offered in our full Command and Control and Land Mobile Radio portfolios.
21	What percentage of your sales are to the governmental sector in the past three years?	In the past three years approximately 82% of Zetron sales have been to the government sector.
22	What percentage of your sales are to the education sector in the past three years?	In the past three years approximately 0.5% of Zetron sales have been to the education sector.

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?	a. b. c. d.	HGAC: 3 Year Sales Total: \$2,342,100.00 NASPO ValuePoint Command & Control: 3 Year Sales Total: \$1,194,338.97 NASPO ValuePoint LMR: 3 Year Total: \$4,172,110.48 Sourcewell Cooperative Contract 3 Year Total: \$4,516,638.00	*
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?	a. b.	BC Corporate Supply: 3 Year Sales Total: \$2,332.420.00 Canada Federal Standing Offer: 3 Year Sales Total: \$2,193,034.98	*

#### 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 *	
Scott County Virgina Emergency Communication Center (E-911)	Tammy J. Bowen	276-386-7220	*
Douglas County, Colorado 911	Deni Jo Shinn	303-660-3594	*
Pulaski County 911	Michelle Graves	573-774-6304	*

#### 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.	Sales Territories – Zetron dedicates a Full Time Direct territory manager to every section of the United States to ensure our customers have all the resources they need. Our sales force locations include the following cities including one province in Canada:	
		USA (15 total):  1. Arlington, Virginia  2. Edmond, Oklahoma  3. Essex, Maryland  4. Fircrest, Washington  5. Hudsonville, Michigan  6. Knoxville, Tennessee  7. Kyle, Texas  8. Lakewood, Colorado  9. Louisville, Tennessee  10. Racine, Wisconsin  11. Royal Oak, Michigan  12. Scottsdale, Arizona  13. Stratford, lowa  14. Watkinsville, Georgia  15. Webster, Texas	*
		Canada (1 total): 1. Sooke, British Columbia	

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	For sales, installation and maintenance, Zetron is initiating fully qualified Authorized Resellers to participate in this contract. Service locations of these resellers are located throughout the United States to provide rapid response in the rare case of an equipment failure. Quality craftsmanship and responsiveness to issues are critical elements that any authorized reseller must display in order to be considered for Zetron qualification.  Project Management services for a majority of contract sales will be provided by the Authorized Reseller chosen by the participating state agency. Their capabilities in managing complex telephone and radio implementations have been proven over the years.
		Training shall be provided by the Authorized Resellers with the support of Zetron's training department. Zetron offers a diverse training program of technical, operation, and operation train-the-trainer classes for our most complex systems. We provide factory technical training on a regular schedule and support onsite and international training as requested.
28	Service force.	Factory and Service Center Locations:  Zetron's Americas factory is located at our headquarters at 6812 185th Ave NE, 98052 Redmond, WA USA, and provides sales, marketing, and engineering support for customers in North America and Latin America.  Zetron's Americas factory may be contacted at:  Mailing Address: PO Box 97004   Redmond, WA 98073-704
		Physical Address: 6812 185th Ave NE, 98052, Redmond, WA USA (P) +1 425 820 6363 (P) +1 877 284 4616 (Toll-free) (F) +1 425 820 7031 (E) customercare@zetron.com
		For sales, installation, and maintenance, Zetron is initiating fully qualified Authorized Resellers to participate in any newly awarded Sourcewell contract. Service locations of these resellers are located throughout the United States to provide rapid response in the rare case of an equipment failure. Quality craftsmanship and responsiveness to issues are critical elements that any authorized reseller must display to be considered for Zetron qualification.  Project Management services for a majority of contract sales will be provided by the Authorized Reseller chosen by the participating state agency. Their capabilities in managing complex telephone and radio implementations have been proven over the
		years.  Training shall be provided by the Authorized Resellers with the support of Zetron's training department. Zetron offers a diverse training program of technical, operation, and train-the-trainer classes for our most complex systems. We provide factory technical training on a regular schedule and support onsite and international training as

Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.

Zetron's order process is designed to simplify the purchasing experience for our customers and partners. The order process is broken down into the following areas:

- The end-user customer requires the purchase of either a Zetron component, software or service
- · The end-user customer will communicate with their authorized Zetron partner to determine exact requirements.
- · Zetron's authorized partner will contact Zetron Sales for consultation or submit their order directly into Zetron's Order Entry.

#### Discovery:

Depending on the end-user's request, Zetron's corresponding Territory Manager (Sales) will log the request into Zetron's CRM system.

A Zetron Sales Engineer would engage both the Territory Manager and the Partner to determine the exact requirements and scope of work.

- A Zetron Sales Engineer will generate a quote for both the end-user customer and Zetron's authorized partner who supports the end-user customer.
- · Quotations may be delivered via the authorized Zetron partner or through the Territory

#### Purchase Order:

- Purchase Order is received, typically from Zetron's authorized partner.
- · Purchase orders are processed via Zetron's Order Entry team, which reports into the Finance department.
- · Purchase orders may be delivered from the authorized partner or via the Territory
- · Order Entry team members process the order, checks the order by sending it back to the Sales Engineering team, then sends it to Zetron's Operations department.
- · For service-related orders, Support teams are directly notified in order to begin their fulfillment processes.

#### Fulfillment and Shipping:

- · Zetron Operations receives orders and provides Order Entry with expected ship date.
- Order Entry may relay ship date back to Zetron's authorized partner.
- Parts and components are procured (if applicable), tested, and shipped to the address provided by the Zetron authorized partner.

#### Invoicina:

- · Zetron's Finance department is responsible for invoicing the purchasing agency (typically Zetron's authorized partner).
- · Zetron's authorized partner is responsible for invoicing the end-user customer.

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.

We have two dedicated contract accounts receivable personnel, one of which will be assigned to handle billing/payment issues or questions and the other of which will be available on a back-up basis. Special requests can be made at the time the order is placed, and we will do everything we can to accommodate the invoicing requests on a case-by-case basis. Billing issues can be escalated to management/senior staff as needed and coordinated by the Territory Manager.

The Customer and/or Customer's designated service provider, as applicable, will provide a centralized point-of-contact and an escalation path for Zetron's Technical Support team to obtain approval in a timely manner for any additional onsite support required by any Zetron employees.

Zetron will provide a centralized point-of-contact and a clear escalation path for the Customer should the need arise.

Standard Support: Zetron provides our customers with technical support for MAX Solutions and Specialty Products through our US-based Support Engineering department. The department is headed by the Customer Service Manager, who reports directly to the Vice President of Customer Fulfillment.

#### Business Hours Technical Support:

Zetron's Customer Service Department is open from 6AM to 5PM Pacific, each weekday.

This support covers critical and non-critical needs and is included as part of warranty and Product Service Plan coverages.

During Business Hours, requests for technical support are initiated by emailing Zetron at customercare@zetron.com, submitting a Tech Support request form or opening a chat on www.zetron.com, or by calling Zetron's toll-free number at 1-877-284-4616, option 3.

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Bid Number: RFP 020625

respond to the incoming requests during business hours to confirm the needed customer information and a basic description of the problem. From this information, a call ticket is generated within Zetron's business system and is forwarded to an available Technical Support Engineer (TSE). If there are no TSE's currently available, the call ticket is placed into queue, and the Customer is called back by the next available TSE. The Technical Support team responds to the tickets based on specific Product Service Plan status and SLA callback requirements, severity of the issue, and by receipt order of the request as applicable. Technical Support staff document all customer interactions within Zetron's business system. Emergency After-hours Technical Support: After-hours support is available from 5pm to 6am weekdays, and all-day during weekends and holidays, for emergency situations only. Situations determined to be noncritical by Zetron staff will be deferred to the next business day. After-hours support is not covered by the standard warranty but is available by purchase of a Product Service Plan for MAX Solutions, or at minimum hourly quantities for designated Specialty Products. During after-hours periods, Zetron responds to emergency support requests through the use of our 24/7/365 on-call personnel. Assistance for after-hours is provided via phone only by calling Zetron's toll-free number at 1-877-284-4616. Chat, web forms, and Email are not monitored after business hours. Callers will be guided via voice prompts to leave a voicemail message based on the Customer's specific Zetron solution (MAX Solutions, Series 2000, etc.) After the voicemail message is recorded, Zetron's After-Hours personnel are automatically notified and will return the call within 30 minutes. If after-hours personnel do not retrieve the voicemail within 30 minutes, the message is automatically forwarded to Customer Service Management for escalation. Zetron's Connected Care support framework provides tailored Service Level Agreements (SLAs) based on the specific product and associated Zetron Connected Care Maintenance and Service Plan purchased by the customer. This approach ensures that each customer receives a support solution aligned with their unique operational needs and the criticality of their Zetron system. This flexible framework, rather than a standardized SLA document, allows Zetron to deliver targeted support services that optimize system performance and customer satisfaction. 31 Describe your ability and willingness to Zetron maintains alliances with a worldwide network of Authorized Channel Partners provide your products and services to (Dealers) who market and support our products and custom systems. This gives Zetron a significant presence in over 60 countries. Zetron and its partners have Sourcewell participating entities. installed and deployed thousands of systems worldwide. The scope and success of these projects demonstrate the performance, and reliability of Zetron's products and the capabilities of our reseller partners throughout the world. To support our partners in multiple regions, Zetron Territory Managers assist our Channel Partners in identifying opportunities that may otherwise remain unnoticed and aid in advancing their product knowledge. Additionally, Zetron provides the opportunity for factory training enabling our Channel Partners to become proficient in installing, maintaining and operating our various systems and products. 32 Describe your ability and willingness to Zetron maintains alliances with a worldwide network of Authorized Channel Partners provide your products and services to (Dealers) who market and support its products and custom systems. This gives Zetron a significant presence in over 60 countries. Zetron and its partners have installed and Sourcewell participating entities in Canada. deployed thousands of systems worldwide. The scope and success of these projects demonstrate the performance, and reliability of Zetron's products and the capabilities of our reseller partners throughout the world. Zetron also takes every opportunity to advertise and promote our CANOE Sourcewell Contract to our Canadian Channel Partners. By providing training and inviting CANOE officials to our Partner Summits, we have made this additional contract vehicle readily available to all eligible partners and welcome the opportunity for new Channel Partners across Canada's vast landscape. 33 Zetron services customers on all 7 continents. There are no limiting factors in Identify any geographic areas of the United States or Canada that you will NOT be fully providing Zetron products to all areas within the United States and Canada. serving through the proposed agreement.

All requests for support are routed to Zetron's Customer Care desk. Live operators

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.	As a worldwide advocate for public safety communications, there are no limiting factors in providing Zetron products to Sourcewell's participating entities.	*
Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Zetron has frequent customers located in Hawaii, Alaska and US Territories. To effectively fulfill these orders, we do not require any additional requirements, nor do we experience any restrictions servicing customers in more rural areas.	*
Will Proposer extend terms of any awarded master agreement to nonprofit entities?	In anticipation of a newly awarded contract, Zetron is prepared and willing to extend terms and conditions to nonprofit entities.	*

**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.	Our cohesive direct and indirect sales channels are able to reach end users in all territories with a unified goal of promoting the Sourcewell purchasing vehicle. Zetron will utilize our dedicated marketing department and sales resources to actively market the Sourcewell program across the nation. Our marketing team will distribute Zetron Reseller-facing and Customer-facing brochures with Sourcewell logos, links, and helpful information for purchasing agencies.	
		The Sourcewell program will be marketed to every Zetron reseller with e-mail blasts via Zetron's Newsletter and bulletin board, Z-mail. The contract program logo and information will also be incorporated into Zetron's Authorized Reseller Program Brochure sent out to every new Zetron reseller.	*
		Zetron Territory Managers have sales coverage all over the nation and will be provided with training materials and information to be able to be knowledgeable when promoting the Sourcewell purchasing solution to their contacts. At our Redmond, WA office, we have a dedicated State Contracts Administrator contact who can provide support to any interested parties who need more resources or information.	
		We have a webpage dedicated to State Contracts on the official Zetron website which will include Sourcewell logos and directions on how an end user can use Sourcewell to purchase. Zetron and our carefully selected subcontractors will be displaying the Sourcewell logo wherever appropriate and will promote the program with tabletop displays at the dozens of trade shows attended yearly.	
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Zetron promotes through our website, social media platforms such as LinkedIn, Twitter, and Facebook business page, as well as strategic promotional newsletters to our channel partners and resellers.	*
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?	Official Sourcewell Representatives play an integral role in the success of our contract. It is Zetron's hope and expectation that this collaboration will continue with a new master agreement.  Sourcewell currently maintains a landing page for Zetron, Inc. on their website. This resource is crucial for end users as it displays the line of products we offer, where to find local dealers, the proper contacts to utilize if more information is sought, our awarded contract and where to find Zetron's own website. While promoting a new master agreement awarded to Zetron, it is the expectation and hope that this resource is preserved and updated when necessary or when new information is available to end users.	*
		As a part of our internal sales process Zetron has developed an evolving resource as part of our efforts to promote and to provide education regarding how to make the most of our Sourcewell contract. Our "ZOHO Learn" space, created by our Sales Enablement Team, was solely designed and put in place to better position Zetron's Sourcewell Cooperative Contract. This space provides our sales team with detailed summaries, guides, marketing material and direct links to Sourcewell. By integrating our current Sourcewell contract into ZOHO Learn, we have created additional material and methods directly for our sales team that they can arm themselves with when in the field. A newly awarded master agreement from Sourcewell will be seamlessly integrated into this new and versatile space.	
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.	Zetron does not currently have an e-procurement ordering process.	*

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.	Zetron offers several types of Training from Operator and Maintenance Training, Zetron Training Overview, Technical Maintenance Training, Operation Train-the-Trainer.  Technical Maintenance classes for standard system products are regularly held at Zetron's training facilities headquartered in Redmond, WA. Technical training class sizes are intentionally kept small to ensure a high degree of student/instructor interaction.  The ideal training platform is the customer's operational system. For that reason, training for larger projects is often held at the customer facilities and scheduled after system installation prior to operational cut-over. This allows the demonstration of system functionality on the actual equipment including specific features unique to the customer application.  In both factory and on-site courses trainees receive plenty of hands-on experience with both the hardware and software supplemented by classroom sessions where formal lecture materials are presented. Each class includes quizzes and end-of-class tests with a certificate of completion provided. Zetron supplies copies of all training materials used in the classes including files of slides, instructor notes, and worksheets/exercises used in class as well as PDFs of standard product manuals. Training costs are listed in the Zetron Full Price Book uploaded with our response.	*
42	Describe your proposed solutions integration and interoperability capabilities with other communication and technology components.	Interoperability is provided by open standards, interfaces, and protocols. Zetron embraces and promotes open platforms based on open standards and partners with other vendors to provide interoperability. Whenever there is no industry standard available for a specific functionality, Zetron provides open API specifications and supports implementation and testing with other equipment, software and systems.	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Zetron is committed to being a good corporate citizen and doing what it can to support and promote responsible environmental "green" activities. The following are activities that we support on a consistent, year-round basis:  Recycle all paper and electronic waste.  Provide bins for employees to recycle personal batteries, cell phones, light bulbs, etc.  Subsidize and promote employee use of vanpools and carpools.  Subsidize and promote employee use of public transportation.  Participate in the City of Redmond Commute Trip Resource and Incentive Program.  Promote employee use of walking or biking by providing secured bicycle storage on-site.  Tele-commuting/Remote work is provided as an option in an effort to reduce the amount of CO2 from commuting to work.  Electronic equipment that is eligible for recycling is periodically picked up by a reputable vendor that has been in business for over 20 years. Our preferred vendor is R2 certified and in excellent environmental and regulatory compliance.	*
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.	Zetron does not currently maintain any third-party issued eco-labels, ratings or certifications for the Solutions included in our Proposal related to energy efficiency or conservation, life cycle design (cradle-to-cradle), or other green/sustainability factors.	*

What unique attributes does your Attributes include Value, Solid reputation, Diversified applications, Commitment to open company, your products, or your standards, and Support for open standards. services offer to Sourcewell participating entities? What makes Zetron products offer more features, greater expandability, and better quality than other your proposed solutions unique in systems in their class. Our reputation for cost-effective, quality equipment is one of the your industry as it applies to reasons so many domestic and international communication centers have selected Zetron Sourcewell participating entities? Command and Control systems. From the simple two-way radio system to mission-critical, multi-media systems, we offer a diversified portfolio of custom solutions. In contrast to telephone and cellular networks, which are designed for mass markets, Zetron provides the dedicated radio-telephone networks used by professional organizations that require both private and public communication Although Zetron products have universal applications, our strategy of specializing in several distinct wireline and wireless market segments has allowed us to develop a unique and complete range of products that satisfies the communications needs within these markets. Zetron is an active leader in the development of products that use open standards such as Project 25 (P25), Digital Mobile Radio (DMR), and Terrestrial Trunked Radio (TETRA). This is because, compared to proprietary systems, solutions based on open standards are better able to meet customers' needs for interoperability, choice, cost effectiveness, and seamless integration with other open-standards-based equipment. Zetron's radio dispatch systems equipped with the open-standards P25 Console Subsystem Interface (CSSI) have been tested successfully with the equipment of major radio vendors

such as JVCKENWOOD, Tait, Motorola, L3Harris, Codan and Airbus. This ensures the

systems' ability to integrate with these vendors' radios and networks.

#### 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.		© Yes C No	Please see selected answers below and within our additional documents upload section.	*
47		Minority Business Enterprise (MBE)	© Yes ○ No	Dailey Wells Communications.	*
48		Women Business Enterprise (WBE)	© Yes ○ No	RF Design & Integrations Inc.     Prairie Mobile Communications.	*
49		Disabled-Owned Business Enterprise (DOBE)	C Yes ♠ No	N/A	*
50		Veteran-Owned Business Enterprise (VBE)	€ Yes € No	1. Stolz Telecom.	*
51		Service-Disabled Veteran-Owned Business (SDVOB)	€ Yes € No	1. Stolz Telecom.	*
52		Small Business Enterprise (SBE)	© Yes ○ No	Dailey Wells Communications     Cook's Communications Corp.	*
53		Small Disadvantaged Business (SDB)	C Yes No	N/A	*
54		Women-Owned Small Business (WOSB)	C Yes 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.	a. Zetron's standard payment terms for customers is Net30 days. For larger projects with a higher dollar amount, we can offer Net60 days.  b. Zetron currently accepts the following methods of payments: i. Credit Card Payments (at no extra charge). ii. EFT. iii. ACH.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	iv. Cheque Payments.  Zetron, in partnership with NCL and Government Capital Corporation, has available financing options for educational and government entities.  NCL Government Capital provides flexible, customized solutions to empower state and local governments, educational institutions, and tribal nations. NCL, in partnership with Zetron endeavors to educate clients on the intricacies and advantages of municipal financing options. Together, we simplify the procurement process while saving customers time, money and worry.  Government Capital Corporation is a trailblazing public finance firm. They offer a variety of customers a vast range of financing options. GCC establishes fulfilling and long-term partnerships, with the objective of fully comprehending customer needs. Their expertise	*
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.	allows customers to easily access cost-effective solutions.  Throughout the awarded term of this contract, Zetron may use the following documents and Terms & Conditions: i. Premier Channel Partner Program Agreement ii. Select Channel Partner Program Agreement iii. Authorized Channel Partner Program Agreement iv. State Contract Amendment v. Statement of Work vi. Zetron Master Subcontractor Agreement vii. Zetron System Sales Terms and Conditions viii. Zetron Standard Terms and Conditions	*
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?	Zetron currently does not accept the P-card procurement and payment process.	*
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.	As a part of our proposal Zetron is offering our full MSRP price list, with a 10% discount to customers on all discountable items. This price list is line-item based and includes all our product lines including training.	*
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.	items. Any orders surpassing the total of \$750,000.00 will receive an additional 5% discount.	
61	Describe any quantity or volume discounts or rebate programs that you offer.	Any orders surpassing the total of \$750,000.00 will receive an additional 5% discount.	*
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.	As a part of this proposal, and any newly awarded master agreement, Zetron is including our full Standard price list which includes a 10% discount to our end users on discountable items.  Should the occasion arise that "sourced" products or related services are required, these non-contracted items will be quoted separately while following our Standard pricing model. After any additional information is gathered from the third party, these items will be included in any finalized and invoiced orders on Zetron's Sourcewell contract.	*

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 predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	As a part of Zetron's Standard price list there are part numbers listed that do not have an exact price listed; instead, they are labeled as "CALL FOR QUOTE".  These distinct part numbers are labelled in this unique way due to their changing nature. The requirements of each individual system are subject to change depending on which end user is involved. By using a price of "CALL FOR QUOTE" we avoid the unfortunate situation of an end user potentially being unjustly charged. After consulting with engineers, architects and solutions experts we are better able to solidify pricing based on the customer's needs.	
		These part numbers with non-specified pricing include Service Plans, On-Site Training, Service Plans, System Configuration, Operation and Technical Training, Project Management Engineering. Although these part numbers do not have a designated price, our team of Sales Engineers work diligently to make sure the customer is always quoted accurately and in a timely manner.	*
		As a part of this bid response, and as a part of any newly awarded contract, Zetron will not maintain a managed price list with Sourcewell. As an alternative approach, we are prepared to offer all active Sourcewell members a ceiling-based contract price list, with 10% off our current MSRP Pricing.	
		For Zetron's current Sourcewell contract and for any newly awarded contract, we do not charge end users freight or shipping charges. As a standard, Zetron assumes these costs to ensure there is no extra charge to the customer.	
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.	Zetron assumes freight, delivery, and shipping charges to ensure there is no additional cost to the Sourcewell participating entity.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Zetron is a worldwide company, and we are no stranger to delivering to offshore locations such as Alaska, Hawaii and across Canada.  Zetron works closely with representatives from USPS and FedEx to coordinate safe and timely deliveries no matter the location.	
		As a part of our process, before deliveries are scheduled, our Deal Desk Coordinators, Manufacturing department, and Shipping Coordinators pool resources such as full delivery addresses, delivery instructions and "Ship to Contact Names" to commit to a hassle-free delivery. Whether it be a system sale or a parts-based order, regardless of the location Zetron makes every effort to promise timely, faultless and safe deliveries. As a company, we understand and acknowledge that if we falter a delivery, public safety workers and their communities suffer the consequences.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Zetron leverages a global network of Authorized Channel Partners (Dealers) to distribute and support its products and custom systems. This strategic alliance provides Zetron with a robust presence in over 60 countries, facilitating the installation and deployment of thousands of systems worldwide. This extensive reach demonstrates the performance and reliability of Zetron's products, as well as the capabilities of its reseller partners.	*
		To further empower its partners, Zetron employs Territory Managers who work closely with Channel Partners in various regions to identify opportunities and enhance product knowledge. Additionally, Zetron offers Factory Training, enabling Channel Partners to gain expertise in installing, maintaining, and operating Zetron's diverse systems and products. This comprehensive support system ensures that partners are well-equipped to deliver and service Zetron's solutions effectively.	

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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.	To guarantee our Channel Partners and end users are not overcharged or surprised by charges, all quotes and purchase orders placed on contract vehicles are put through multiple rounds of approvals. Sales Engineers, Solutions Architects and our Contracts Administrator review all part numbers on the document to establish correct pricing, discount levels and all charges to the customer.  In addition to Zetron quotes and purchase orders going through multiple rounds of approvals, our internal systems are designed to identify and notify our Deal Desk Coordinators of any discrepancies. These internal systems are regularly updated with our current price lists and discount levels to assure our team always delivers accurate pricing.	*
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.	Zetron continually monitors contract vehicle metrics and success rates on a quarterly basis by utilizing reporting functionality within multiple internal business systems.  These reports, which can be provided whenever required, track information such as reseller name, end user/customer, requested delivery date, invoice and order date, part number and description, quantity, invoice number, sales order number, bill and ship to address, contract unit price, and net price.	*
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.	Zetron would like to propose a 1.5% Administrative Fee as a part of a newly awarded contract. This fee will be payable to Sourcewell on all completed and invoiced transactions from all participating entities using the master agreement. The Administrative Fee will be paid promptly at the end of each quarter.	*

### Table 6B: Pricing Offered

Line	The Pricing Offered in this Proposal is: *	Comments
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing offered as a part of this proposal is consistent with standard market pricing.

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

Line Item Question Response *
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71 Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.

Zetron's full portfolio of integrated IP-based solutions for next generation emergency call taking, dispatch, CAD, fire station alerting and other mission critical systems, combine to provide scalable, interoperable, and highly configurable communications capabilities across remote and geo-diverse operations. Zetron solutions are backed by project management, training, technical support and professional services, all widely recognized as the industry's best for technical expertise and responsiveness. A well-established worldwide network of partners, value-add resellers, system integrators and distributors further strengthen Zetron's customer support ecosystem.

Maximize your command-and-control center with brilliant interoperable console solutions designed to enhance situational awareness and deliver quick, efficient and communications to both emergency or non-emergency response teams. Mission-critical solutions include:

MAX Systems portfolio of products are tightly integrated to provide a complete command and control solution. Each solution can be purchased as a modular, cost-effective package, whether standalone or with one or more other console products.

ACOM Command & Control is designed to meet the complex demands of critical communication centers throughout the world. With its combination of advanced telephony capabilities and radio integration, ACOM delivers a robust, command, and control system, whether centralized or distributed, with unparalleled operational efficiency. Engineered with customization in mind, an extensive feature set, enterprise-class server architecture, and end-to-end resiliency, ACOM offers the most complete mission critical communications solution.

Zetron offers Land Mobile Radio (LMR) solutions built to support mission critical communications in any environment, terrain, elevation or geography where uninterrupted connectivity is required. Our critical communication solutions are built to Project 25 (P25) standards, including conventional and analog repeaters and base stations that provide interoperability across disparate radio systems and vendor technologies.

Zetron repeaters are at work around the world in the most remote and challenging locations. The exceptionally low current draw of our fixed systems enables them to operate exclusively on solar power and/or batteries. We also offer a wide variety of nimble transportable LMR products for on-the-fly coverage applications, whether to ensure cross-jurisdictional teams are connected while fighting a wildfire across rugged mountainous terrain, or to coordinate multi-agency communications during a densely populated major urban event.

Zetron provides a robust selection of reliable communication solutions. From consoles, radio adapters and remotes, to interconnects, console accessories, paging, remote monitoring and SCADA systems.

	Within this RFP category there may be
	subcategories of solutions. List subcategory
	titles that best describe your products and
	services

Zetron's legendary product quality is backed up by an unmatched level of customer care in the form of a variety of supporting services. Zetron Services are available before, during, and after solution implementations, and include warranty, maintenance, project management, training, security and financing. Zetron also offers standalone mission critical communications professional services independent of Zetron products.

- On-Site Services: Include installation, configuration, and operator training for Zetron systems to ensure they meet the specific needs of every customer and are deployed successfully.
- Project Management Services: Zetron's Project Office oversees all phases of systems projects, from task definition and resource management, all the way through system design, development, manufacturing, testing, certification, installation/configuration, site acceptance, customer support, on-going maintenance, and future enhancements.
- Training Services: Our audience drives our purpose. Whether we're teaching technicians how to install, configure and maintain our systems, or training dispatchers, operators, or call takers how to use our consoles and software tools, our goal is to ensure that every customer or partner trainee gets the information they need to do their jobs successfully.
- Professional Services: Many organizations source related technical, operational, or consulting services because they're highly specialized, and resource or budget constraints make them difficult to staff or perform effectively internally. Zetron provides Professional Services to augment the in-house capabilities and resources of customers to successfully plan, implement and continually improve critical programs and functions inside communications centers.
- Technical Support: We pride ourselves on providing superior customer support and making every effort possible to get you in touch with a real human and questions/issues resolved as fast as possible.

For more information on any Zetron Services, please contact customercare@zetron.com.

#### Table 78: Depth and 8readth 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;		€ Yes € No	N/A	*
74	Dispatch/control room consoles and associated integrated communications equipment;		€ Yes ○ No	N/A	*
75	Wearable or portable communication devices, including biomonitoring wearables, alerting or paging systems		© Yes	N/A	*
76	Connectivity and interoperability devices, hardware, and equipment for the connection of communication systems and endpoints, including:		C No	N/A	*
77		Satellite communications equipment;	∩ Yes	N/A	*
78		Portable and deployable wireless hubs, routers, and networks	© Yes ○ No	N/A	*
79		Mesh networks and mesh radios	C Yes ⓒ No	N/A	*
80		Land mobile/broadband radios	C Yes No	N/A	*
81		Push to Talk over Cellular (PoC) handsets	C Yes ⓒ No	N/A	*
82		High Power User Equipment (HPUE) for LTE	C Yes	N/A	*
83	Airborne, marine, and underwater communication systems		C Yes ⓒ 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 Zetron-MSRP Pricing 02.05.2025.xlsx Wednesday February 05, 2025 20:32:31
- Financial Strength and Stability Zetron Standard Transaction.zip Wednesday February 05, 2025 20:30:07
- Marketing Plan/Samples Zetron Marketing Plan+Samples.zip Wednesday February 05, 2025 20:45:10
- WMBE/MBE/SBE or Related Certificates WMBE\_MBE\_SBE.zip Wednesday February 05, 2025 10:06:42
- Standard Transaction Document Samples Zetron Standard Transaction.zip Wednesday February 05, 2025 19:37:34
- Requested Exceptions MasterAgmt\_Sourcewell.Zetron\_Exceptions.docx Wednesday February 05, 2025 18:25:22
- <u>Upload Additional Document</u> Zetron Additional Docs.zip Wednesday February 05, 2025 20:42:42

#### **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: <a href="https://www.treasury.gov/ofac/downloads/sdnlist.pdf">https://www.treasury.gov/ofac/downloads/sdnlist.pdf</a>;
  - 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <a href="https://sam.gov/SAM/">https://sam.gov/SAM/</a>; 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. Anita Page, Contracts Administrator, Zetron, 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.

#### 

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	<b>⋈</b>	4
Addendum_12_Public_Safety_Communications_Eqpt_RFP_020625 Wed January 29 2025 03:09 PM	V	4
Addendum_11_Public_Safety_Communications_Eqpt_RFP_020625 Tue January 28 2025 01:37 PM	<b>⋈</b>	1
Addendum_10_Public_Safety_Communications_Eqpt_RFP_020625 Mon January 27 2025 04:19 PM	₩	1
Addendum_9_Public_Safety_Communications_Eqpt_RFP_020625 Mon January 27 2025 10:15 AM	₽	1
Addendum_8_Public_Safety_Communications_Eqpt_RFP_020625 Tue January 21 2025 09:01 AM	<b>⋈</b>	1
Addendum_7_Public_Safety_Communications_Eqpt_RFP_020625 Thu January 16 2025 03:36 PM	<b>⋈</b>	1
Addendum_6_Public_Safety_Communications_Eqpt_RFP_020625 Wed January 8 2025 11:08 AM	<b>⋈</b>	1
Addendum_5_Public_Safety_Communications_Eqpt_RFP_020625 Fri January 3 2025 03:19 PM	₽	1
Addendum_4_Public_Safety_Communications_Eqpt_RFP_020625 Mon December 30 2024 04:32 PM	<b>⋈</b>	1
Addendum_3_Public_Safety_Communications_Eqpt_RFP_020625 Fri December 27 2024 09:56 AM	V	1
Addendum_2_Public_Safety_Communications_Eqpt_RFP_020625 Tue December 24 2024 01:46 PM	₽	1
Addendum_1_Public_Safety_Communications_Eqpt_RFP_020625 Wed December 18 2024 08:04 AM	V	1