



MASTER AGREEMENT # 020625
CATEGORY: Public Safety Communications Technology and Hardware Solutions
SUPPLIER: E.F. Johnson Company

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 E.F. Johnson Company, 1440 Corporate Drive, Irving, TX 75038 (Supplier).

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

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

Article 1:
General Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

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

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

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

authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

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

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

Article 3: Supplier Obligations to Participating Entities

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

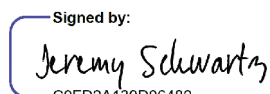
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within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

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

020625-EFJ

Sourcewell

E.F. Johnson Company

Signed by:

C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 7/23/2025 | 9:26 PM CDT

DocuSigned by:

B84CB6E39FC24B7...

By: _____

Duane Anderson

Title: President and CEO

Date: 7/23/2025 | 7:24 PM PDT

RFP 020625 - Public Safety Communications Technology and Hardware Solutions

Vendor Details

Company Name: E.F. Johnson Company
Address: 1440 Corporate Drive
1440 Corporate Dr.
Irving, TX 75038
Contact: John Daly
Email: john.daly@efji.com
Phone: 972-819-0225
HST#: 41-0736849

Submission Details

Created On: Friday January 10, 2025 12:04:41
Submitted On: Thursday February 06, 2025 13:33:17
Submitted By: John Daly
Email: john.daly@efji.com
Transaction #: ec850130-36d4-423f-8030-cbd8d5d18498
Submitter's IP Address: 147.243.178.9

Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	E.F. Johnson Company	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	U5ZQJEZ1Z5C8	*
5	Provide your NAICS code applicable to Solutions proposed.	EFJohnson provides services as a large business under the following NAICS codes: - 334220: Radio and Television and Wireless Communications Equipment. - 334290: Other Communications Equipment Manufacturing. - 811213: Communication Equipment Repair and Maintenance	
6	Proposer Physical Address:	1440 Corporate Drive Irving, TX 75038	*
7	Proposer website address (or addresses):	https://www.efjohnson.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Johnny Daly, Contracts Manager 1440 Corporate Drive Irving, TX 75038 Phone: 972-819-0225 Email: john.daly@efji.com	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Johnny Daly, Contracts Manager 1440 Corporate Drive Irving, TX 75038 Phone: 972-819-0225 Email: john.daly@efji.com	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Regan Campbell, Proposal Manager 1440 Corporate Drive Irving, TX 75038 Phone: 817-925-7262 Email: regan.campbell@efji.com	*

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	E.F. Johnson Company ("EFJohnson"), a wholly owned subsidiary of JVCKENWOOD Corporation, develops products that ensure first responders always have the lifeline they need when needed. We celebrated the 100-year anniversary of EFJohnson in 2023. Our company mission statement is "We focus on innovating, developing, and implementing the highest quality secure communications solutions for organizations whose mission is to protect and save lives. Our company moto is "We Make Safe, Simple". We have been a driving force in the land mobile radio (LMR) industry, focusing on delivering the most innovative and cost-effective P25 solutions. Customers demand more than the status quo: they want the flexibility to choose the best for their first responders. Therefore, we eliminated the complexities of purchasing, deploying, operating, and maintaining mission-critical communications systems and radios so that end-users can focus on what matters most - protecting and saving lives. We devote 100 percent of our business to the radio communications industry. We have designed, delivered, installed, optimized and commissioned hundreds of systems across North America and around the world.	*
12	What are your company's expectations in the event of an award?	This Sourcewell cooperative agreement will be an excellent fit in our contract portfolio. We do understand that Sourcewell acts as a critical bridge between government, education, and nonprofit agencies and companies like EFJohnson. If awarded, we will "hit the road running" and place an emphasis on marketing our new contract via online, tradeshow, and educating our dealers/resellers on this new opportunity. Our marketing director suggests a meeting with Sourcewell marketing representatives for further insight and suggestions on marketing the new contract if awarded.	*
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.	EFJohnson is a subsidiary of JVCKENWOOD of Japan that had annual revenue of \$2.491B (March 31, 2024). Please find following the link to investor relations website: https://www.jvckenwood.com/en/ir.html	*
14	What is your US market share for the Solutions that you are proposing?	JVCKENWOOD holds a prominent position in the U.S. land mobile radio (LMR) and two-way communications market, consistently ranking among the top-tier providers. While exact market share percentages are not publicly disclosed, industry analyses and competitive rankings place the company in a strong competitive stance. JVCKENWOOD's strength in the digital LMR systems (e.g. P25 and DMR standards) aligns with the industry's shift toward digital technology, which holds over 65% of the market share. The North American LMR market-projected to grow at a CAGR of 9.0% + through 2030 - is bolstered by JVCKENWOOD's established infrastructure and partnerships in the region. JVCKENWOOD's market position is further validated by its inclusion in competitive analyses by Mordor Intelligence, The Insight Partners, and MarketsandMarkets, all of which classify it as a key player in the \$13.9B+ global LMR sector. While precise share metrics are proprietary, the company's consistent ranking among the top three globally-and top two in North America-underscores its role as a critical partner for scalable, secure two-way communications solutions.	*
15	What is your Canadian market share for the Solutions that you are proposing?	EFJohnson isn't proposing the Canadian market but would look forward to adding in the future.	*
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.	None	*

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>EFJohnson is best described as a manufacturer. We support our customers by selling either directly to end users or through our extensive dealer/reseller network. Large multi-million-dollar system projects are procured by the various government agencies and contracted directly with EFJohnson. The majority of non-system sales to state, local, and education (SLED) government agencies are conducted through our extensive nationwide dealer/reseller network via our various statewide contracts. EFJohnson's internal sales force and dealer/reseller network includes:</p> <ul style="list-style-type: none"> - EFJohnson regional sales managers divided into 5 geographic sales regions (West, Central, Southeast, Midwest, and Northeast). - Marketing Representatives (MR): We also have MR Agreements with 12 companies located in specific geographic territories that provide necessary support to both EFJohnson and dealers/resellers in their geographic region. - We have approximately 500 authorized dealers/resellers located in all 50 states. We've uploaded our dealer list (17_Dealer List). 	*
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>EFJohnson maintains a highly experienced staff of employees with both educational and industry experience gained through both commercial and military sources. Examples of licenses, certifications, and trainings include:</p> <ul style="list-style-type: none"> - Program Manager -- Project Management Professional (PMP) - Engineering: <ul style="list-style-type: none"> -- Microsoft Certified Systems Engineer -- Cisco Certified Network Professional -- Cisco Certified Design Professional -- Cyber Support Quality Assurance -- Comm-Train Tower Climbing Safety Certification -- LTE System Design -- Interference Detection and Analysis -- NIST, Training in RF Theory -- DOD, Microwave Measurement and Calibration -- DOD, DC and low-frequency frequency measurement and calculation -- DOD, Integrated Circuits and Microprocessors - Training Management -- University of Oklahoma Certified Training Instruction 	*
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	None	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>EF Johnson Technologies, a leading solution provider of mission-critical communications technology for first responders, is pleased to announce that JVCKENWOOD Corporation has won the iF DESIGN AWARD 2022 in the product category. The world-renowned prize was awarded for the Viking VP8000 multiband portable, the latest addition to the KENWOOD Viking P25 digital radio portfolio developed by EFJohnson. The win marks the fourth consecutive year JVCKENWOOD products have received the award. The award-winning Viking VP8000 is a P25 digital radio poised to become the flagship model of the KENWOOD Viking P25 radio series for the North American public safety market. It is the latest JVCKENWOOD mission-critical radio to support the VHF, UHF, and 700/800 MHz frequency bands in a single multiband radio. The radio offers a robust feature set, reliability, loud audio with excellent sound quality for mission-critical operations, and excellent usability based on the high-contrast, multi-line display, and gloved grip design. The VP8000 model lineup includes full and standard keypad models with options for black or high-visibility green housing colors.</p> <p>The iF DESIGN AWARD is organized by iF International Forum Design GmbH, the oldest independent design organization in the world, founded in 1953 in Germany, iF Design has become a global symbol of excellent Design and its social significance. Submissions are awarded based on nine disciplines, including Product, Packaging, Communication, and Architecture. Entries undergo independent jury examination based on the criteria of an idea, impact, differentiation, form, and function. In the 2022 competition, award winners in each category were selected from a record 11,000 entries submitted from 57 countries and regions after a thorough examination by a jury consisting of renowned design experts. https://ifdesign.com/en/winner-ranking/project/kenwood-tri-band-portable-radio-for-public-safety/344010 https://www.efjohnson.com/press/view?article_id=127492</p> <p>EFJohnson was named as a top workplace in the Dallas-Fort Worth metroplex by the Dallas Morning News. https://www.youtube.com/watch?v=8Y9OpR1ZXR8#~:text=EF%20Johnson%20Technologies%2C%20Inc.%20has,culture%20we've%20built%20together.</p> <p>Recognized and awarded a sales achievement award at the annual 2024 NASPO ValuePoint Exchange Conference.</p>	*
21	What percentage of your sales are to the governmental sector in the past three years?	Both the federal and state, local, and education (SLED) government markets represent a substantial volume of our sales.	*
22	What percentage of your sales are to the education sector in the past three years?	EFJohnson doesn't identify the education sector as a separate and distinct sales tracking category.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>EFJohnson has 2 cooperative agreements:</p> <ul style="list-style-type: none"> - NASPO ValuePoint: We have 17 Participating Addendums in the states of Alaska, Arkansas, California, Colorado, Delaware, Florida, Hawaii, Idaho, Iowa, Kentucky, Missouri, Nebraska, Nevada, New Mexico, Oregon, Washington, and Wisconsin. - Houston-Galveston Area Council <p>EFJohnson also has the following statewide contracts:</p> <ul style="list-style-type: none"> - Arizona, Connecticut, Indiana, Louisiana, Maryland, Michigan, Minnesota, Mississippi, New Jersey, New York, North Carolina, Ohio, Pennsylvania, South Dakota, and Virginia. 	*
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?	EFJohnson doesn't hold any direct GSA contracts. We do have products on the GSA contracts of two of our dealer/resellers. We also hold a contract with the United States Department of Homeland Security.	*

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 *	
Cypress Fairbanks ISD Physical Address: Mark Henry, Ed.D. Administration Building 11440 Matzke Rd. Cypress, TX 77429	Charles Franklin	281-897-4000	*
Klein ISD 7200 Spring Cypress Road Klein TX 77379	Craig Richardson	832-429-4000	*
Henderson County NC Office of the County Manager 1 Historic Courthouse Sq, Suite 2 Hendersonville, NC 28792	Jimmy Brissie	828-697-4809	*

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.	EFJohnson has 30 employees in the sales department. A total of 20 employees manages our cooperative and statewide contracts. Furthermore, our independent marketing representatives (MR) provide sales and marketing support in their assigned territories across all 50 states.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	We have a network of approximately 500 dealers. Our dealers are managed by our independent MRs and they are managed by our direct regional sales managers (RSMs). Infrastructure product/solutions are fulfilled from our center in Irving Texas, and our subscriber radios are fulfilled from our Long Beach, CA facility.	*
28	Service force.	EFJohnson's approximately 500 dealers are the first line of support for our customers. They often live and work nearby the customers. Customers can either contact their local dealer or EFJohnson for service support. Customers often prefer to contact their local dealer to coordinate service request with EFJohnson. Of course, EFJohnson is the prime contract holder so is fully responsible for all warranty and maintenance services.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders can be submitted by our direct sales teams, MRs, and dealers. Proposals can be created and presented by the different groups. When the quote is approved by the customer, we submit the order electronically. The order is processed by the EFJohnson order management department. Our order management department reviews all product orders to ensure products requested are current and the pricing is accurate in accordance with each specific contract. Below is the operations order fulfillment process: 1. Order is sent to scheduling for material review and promise ship date. 2. Scheduling reviews on-hand material and current lead time for any backordered items and then updates the sales order to reflect estimated ship dates. 3. Order management sends the customer a sales order acknowledgement, including promise ship date. Order management will notify the customer of any changes to estimated ship dates.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Post sales support is managed by our service department. Request for service are managed by the Zendesk application. The request can be submitted online, by phone, or by email. Zendesk tracks the service queue and logs historical data. Contracted services are managed by the service department through a Service Level Agreement (SLA). Performance by the service provider is monitored by the service department team.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Offering our customers and prospect a platform where they can purchase solutions and products at a pre-negotiated discount is a plus for us and for them.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	EFJohnson isn't offering to provide products and services to participating entities in Canada at this time. However, we would like to add Canada in the future.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We will provide products and services throughout the United States and territories.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	All participating entities approved by Sourcewell will have full access.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. EFJohnson will extend terms 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.	<p>EFJohnson employs a multi-faceted marketing strategy to maximize awareness and engagement for contract opportunities like Sourcewell. Our approach leverages a combination of digital and in-person initiatives to educate and connect with our target audiences, ensuring they fully understand the benefits of utilizing the Sourcewell contract.</p> <p>EFJohnson and Sourcewell will collaborate to support the contract using:</p> <p>Targeted Email Campaigns – Dedicated email outreach to our existing and prospective customers, highlighting the advantages of purchasing through Sourcewell .</p> <p>Live and Virtual Events – Participation in industry trade shows, conferences, and webinars. EFJohnson has previously hosted contract-focused webinars and can offer similar educational sessions for Sourcewell.</p> <p>Regional Promotions – Tailored marketing initiatives to drive engagement and encourage adoption of Sourcewell among agencies seeking cost-effective procurement solutions.</p> <p>Social Media and Digital Marketing – Strategic use of LinkedIn, industry forums, and EFJohnson's website to drive awareness and provide easy access to Sourcewell contract details.</p> <p>Direct Sales Engagement – Our sales team will incorporate Sourcewell into their customer discussions, providing guidance on how agencies can leverage the contract for streamlined purchasing.</p> <p>By integrating these strategies, EFJohnson ensures that public safety agencies are well-informed about the benefits of Sourcewell, ultimately driving increased participation and contract utilization."</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>EFJohnson leverages technology and digital data to enhance marketing effectiveness, ensuring our messaging reaches public safety professionals. We utilize social channels: LinkedIn, Facebook, X, and YouTube to share product updates, customer success stories, and educational content. Targeted campaigns, sponsored posts, and industry discussions amplify awareness of procurement solutions like Sourcewell.</p> <p>Our website serves as a central hub for brand, product, and marketing content, and we will expand our funding page on www.efjohnson.com to host co-branded messaging, Sourcewell-specific resources, and a direct link to Sourcewell's website. Customer-led programs and forums provide valuable feedback, allowing us to refine our strategies. By utilizing SEO and digital analytics, we optimize content and track engagement, ensuring maximum visibility and lead conversion for Sourcewell opportunities.</p>
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Sourcewell plays a crucial role in providing a trusted, competitively bid contract vehicle that simplifies procurement for public safety agencies. While we understand that Sourcewell cannot individually market every awarded vendor, we view this contract as a key tool in streamlining purchasing for our customers. If awarded, EFJohnson will take a proactive approach in educating our channel partners, manufacturer representatives, and sales teams on how to leverage the Sourcewell contract as a strategic advantage. Through targeted training sessions, webinars, and ongoing communications, we will ensure that our partners confidently position Sourcewell as a seamless procurement option for their customers—whether they are existing members or new to the cooperative purchasing process.</p> <p>To fully integrate a Sourcewell-awarded contract into our sales strategy, EFJohnson will foster a collaborative partnership with Sourcewell to maximize contract awareness. Our goal is to create a well-informed ecosystem where EFJohnson and its partners actively promote Sourcewell's benefits in the marketplace, helping public safety agencies make informed purchasing decisions while simplifying the procurement process.</p>
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	EFJohnson doesn't utilize e-procurement process at this time.

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

Line Item	Question	Response *
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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.	EFJohnson provides comprehensive training programs to ensure Sourcewell participating entities can maximize the effectiveness and longevity of their communication solutions. Our learning management system (LMS) offers on-demand training for select products and services, allowing users to register for courses, complete online modules at their own pace, and track their progress on required training. Additionally, we offer in-person training for specific system operations, maintenance, and advanced technical topics. While training is not mandatory, we strongly recommend it for agencies implementing our solutions for the first time to ensure seamless deployment and optimal use. Our training platform can be accessed at https://efjohnson.tovuti.io/ .	*
42	Describe your proposed solutions integration and interoperability capabilities with other communication and technology components.	<p>For more than a century, EFJohnson has been a leader in public safety communications technology, delivering high-tech, mission-critical solutions designed to meet the evolving needs of first responders. As a proven global leader, we focus on developing interoperable, secure, and highly reliable communication systems that seamlessly integrate with other technology components. Our solutions are built on open standards, ensuring that agencies can communicate across multiple platforms, vendors, and networks without being locked into proprietary systems.</p> <p>EFJohnson's system infrastructure is designed with a distributed architecture, providing enhanced interoperability, scalability, and resiliency for Sourcewell participating entities. Unlike traditional centralized core-dependent systems, our decentralized approach eliminates single points of failure, allowing individual sites to operate independently if network disruptions occur. This architecture also simplifies integration with other P25-compliant systems, dispatch consoles, and broadband solutions while reducing infrastructure costs.</p> <p>Our Viking® series of P25 radios, including multi-band and multi-protocol subscriber units, further enhance interoperability by allowing users to seamlessly switch between different frequency bands and system protocols. Viking radios have the ability to communicate across P25 Phase 1 & Phase 2, DMR Tier II & III and NXDN systems, ensuring compatibility with both legacy and modern radio networks. They are programmed using our Armada® fleet management software, which enables centralized configuration, over-the-air updates, and simplified system administration.</p> <p>By leveraging these technological synergies, EFJohnson provides Sourcewell participants with state-of-the-art solutions that maximize reliability, durability, and security while ensuring seamless integration across multiple communication and technology platforms. Our commitment to open-standards-based interoperability ensures that public safety agencies have the flexibility and resilience needed to operate efficiently in any situation.</p>	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>E.F. Johnson Company is a subsidiary of JVCKENWOOD Corporation. We are included in JVCKENWOOD Corporation processes and goals. Against the backdrop of sustainable development goals (SDGs) and the Paris Agreement adopted in 2015, which called for immediate action from the private sector to mitigate global environmental problems, such as climate change and ocean plastic pollution, the JVCKENWOOD Group is aiming to contribute to an environmentally friendly and sustainable society. As part of the efforts to reduce the environmental impacts of our products during their lifecycle, we developed a Green Procurement Guideline in 2008 to provide guidance on managing and sharing information on chemical substances throughout the supply chain. We also ask our suppliers to cooperate in the management of chemical substances contained in products and conduct self-assessment on green procurement to preferentially procure environmentally and human friendly products and components. Thus, we are promoting green procurement in an integrated supply chain where our Group and suppliers work together.</p> <p>Specific information can be found as the JVCKENWOOD link: https://www.jvckenwood.com/en/sustainability/green.html</p>	*

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Energy Efficiency & Conservation</p> <ol style="list-style-type: none"> 1. ZEB Ready Certification <ul style="list-style-type: none"> - Awarded to JVCKENWOOD's Yokohama ""Hybrid Center"" building for achieving near-zero energy consumption through advanced energy-saving design and renewable energy integration. - Complies with Japan's Building Energy Conservation Performance Labeling System. 2. CASBEE Certification (A Rank) <ul style="list-style-type: none"> - Received for the Yokohama Hybrid Center, recognizing excellence in built-environment efficiency and reduced environmental impact. 3. ISO 14001 Certification <ul style="list-style-type: none"> - Maintained across global manufacturing sites (Japan, Malaysia, Thailand, Indonesia, Hungary, Italy) for robust environmental management systems. <p>Life-Cycle Design & Circular Economy</p> <ol style="list-style-type: none"> 1. Cradle-to-Cradle (C2C) Principles <ul style="list-style-type: none"> - While not yet C2C-certified, JVCKENWOOD aligns with circular economy practices, such as material reutilization in products like the NXR-1700/1800 repeater (miniaturized design for reduced resource use) <p>(https://www.jvckenwood.com/en/sustainability/activity/environment_consideration.html)</p> <p>EFJohnson Technologies</p> <p>While specific eco-labels for EFJohnson are not explicitly detailed in available data, as a JVCKENWOOD subsidiary, it adheres to the parent company's sustainability frameworks, including ISO 14001 and energy-efficient product design. These certifications and initiatives reflect JVCKENWOOD's commitment to advancing sustainability across operations, product design, and corporate governance.</p>	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>EFJohnson has been a trusted provider of mission-critical communications for over 100 years, dedicated exclusively to serving the public safety community. Our solutions are purpose-built for first responders, with a focus on seamless integration, reliability, and security. We invest heavily in R&D to develop integrated, interoperable solutions that enhance operational efficiency and ensure agencies have access to the most advanced communication technologies. Our company moto is ""We Make Safe Simple"". First responders should be able to easily communicate during emergencies. Product improvements such as user-friendly knobs, grips, and displays have been improved based on customer inputs. Our products group continually monitors and designs product improvements as necessary and coordinates with our parent company (JVCKENWOOD Corporaton) and various component/parts suppliers to incorporate product design improvements. In addition to our product innovations, EFJohnson offers comprehensive implementation, managed services, and ongoing support to ensure our solutions are properly installed, maintained, and optimized for long-term performance.</p> <p>A key differentiator of EFJohnson's radio system infrastructure is our distributed architecture, which enhances network resiliency, scalability, and cost efficiency for Sourcewell participating entities. Unlike centralized systems that rely on a single point of failure, our distributed approach ensures greater survivability by enabling individual sites to continue operating independently during network disruptions. This architecture also reduces infrastructure costs by eliminating the need for expensive core equipment while allowing agencies to scale their systems as their needs evolve. Our approach provides state, local, and federal agencies with a flexible, future-proof communications solution, ensuring uninterrupted, secure connectivity.</p>	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	EFJohnson is a large business, therefore doesn't qualify for the certifications. We understand that small businesses are the lifeblood of the United States economy and create approximately 66% of new jobs and account for approximately 40 percent of economic activity. 75% of our dealers/resellers are small businesses with between 1 to 20 employees. These dealers are out in the communities throughout the United States providing support to critical first responders. We've uploaded an excel spreadsheet listing of our dealers that have a further minority or disadvantaged business certification (46_Small Business Certifications) with supporting documentation for each.	*
47		Minority Business Enterprise (MBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attached list.	*
48		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attached list.	*
49		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	See attached list.	*
50		Veteran-Owned Business Enterprise (VBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attached list.	*
51		Service-Disabled Veteran-Owned Business (SDVOB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attached list.	*
52		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attached list.	*
53		Small Disadvantaged Business (SDB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attached list.	*
54		Women-Owned Small Business (WOSB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attached list.	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Payment terms are net 30 days from the date of the invoice.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	EFJohnson does not provide leasing options at this time. EFJohnson does work with financing agencies specific to the public safety industry when financing options are required by participating entities.	*
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.	EFJohnson has uploaded typical commercial terms and conditions. These may be modified by mutual agreement between EFJohnson and the participating entity.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes. EFJohnson accepts P-cards for orders placed directly through EFJohnson. There are no additional costs for participating entities. The acceptance of P-cards and any associated fees for orders placed with dealers are determined by the dealers.	*

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.	Discounts are available on KENWOOD branded equipment categories provided under the contract. Our pricing catalogs have been uploaded for your review.	*
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.	EFJohnson offers a 20% discount from list pricing of KENWOOD branded equipment. Discount doesn't apply to labor, services, training, or third-party equipment.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity and volume discounts are not considered as part of this contract.	*
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.	EFJohnson understands that it may be necessary to provide ancillary equipment and services to deliver a fully operational and complete solution. For a large system this could include tower, shelter, transport/microwave/fiber connectivity, power, RF system design according to TSB-88, IP networking, implementation services, frequencies coordination, etc. Sourced or non-contracted items (3rd party) may be requested as part of an overall solution and quoted one per project basis.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We've provided hourly rates for labor, installation, engineering, etc. as an upload document in line item #59 above. Complete system projects typically require ancillary equipment and services described in line item #62 above.	*
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.	Shipping charges will be mutually agreed to between EFJohnson and the participating entity and will be added as a separate line item on EFJohnson's invoice.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping charges will be mutually agreed to between EFJohnson and the participating entity and will be added as a separate line item on EFJohnson's invoice.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Large shipments or systems orders may require dedicated carriers due to pallets or crates. Orders with crated or palletized equipment may require forklifts or other specialized equipment at the place of delivery for off-loading.	*
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.	EFJohnson, if awarded this contract, will add the contract into our ERP system with the minimally required product discounts off MSRP list pricing. EFJohnson sales personnel and applicable dealers are required to select the appropriate contract when placing into the online ordering system. All orders are placed through our Order Management Department. Our Order Management professionals will review the order and ensure it complies with the contract.	*
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.	EFJohnson has the ability to extract sales reports from our ERP system down to the specific contract identifier. Our sales team utilizes these reports to identify contracts with both strong and weak sales. Our sales team will implement enhanced improvement efforts in cases where contract performance isn't meeting expectations through communications with our manufacturer representatives.	*
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.	EFJohnson proposes an administrative fee of 1%.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	E.F. Johnson Company confirms the pricing and offered discount off MSRP list is equivalent to offers through existing cooperative contracts, state contracts, or agencies.

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

Line Item	Question	Response *
71	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>We provide radio communication system solutions which could include standards based P25, DMR, or NXDN protocols. We can include services and complimentary partner solutions to provide our customers one place to go for a complete and integrated communication solution. We've also include description and specification sheets for our offered products and services:</p> <ul style="list-style-type: none"> - Viking Subscriber Overview - Viking Portable and Mobile Radios - ATLAS System - NEXEDGE - Kairos - Service/Labor
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Sub-categories would include consoles, backhaul, microwave, alarming, subscriber radios and accessories. We offer services such as project management, installation, commissioning and programming.

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offerings	Offered *	Comments	
73	In-station Public Safety alerting or paging systems;		<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
74	Dispatch/control room consoles and associated integrated communications equipment;		<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to our products offering.	*
75	Wearable or portable communication devices, including biomonitors wearables, alerting or paging systems		<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
76	Connectivity and interoperability devices, hardware, and equipment for the connection of communication systems and endpoints, including:		<input checked="" type="radio"/> Yes <input type="radio"/> No	See items below.	*
77		Satellite communications equipment;	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
78		Portable and deployable wireless hubs, routers, and networks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to our products offering.	*
79		Mesh networks and mesh radios	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
80		Land mobile/broadband radios	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to our products offering.	*
81		Push to Talk over Cellular (PoC) handsets	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to our products offering.	*
82		High Power User Equipment (HPUE) for LTE	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
83	Airborne, marine, and underwater communication systems		<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 84. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding

to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing.zip - Thursday February 06, 2025 13:15:55
- Financial Strength and Stability (optional)
- Marketing Plan/Samples (optional)
- [WMBE/MBE/SBE or Related Certificates](#) - 46_EFJohnson Certified Business.pdf - Thursday February 06, 2025 13:16:22
- [Standard Transaction Document Samples](#) - Standard Transaction Documents.zip - Thursday February 06, 2025 13:18:04
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Upload Additional Documents.zip - Thursday February 06, 2025 13:30:08

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

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

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

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

☒ Yes ☐ No

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

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

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