

**Solicitation Number: RFP #042021****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and RadioMobile, Inc., 8801 Kenamar Drive, San Diego, CA 92121 (Vendor).

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

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

**1. TERM OF CONTRACT**

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires June 23, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

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

### **3. PRICING**

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products up to 10 working

days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery, and will notify Vendor of damage as soon as possible.

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

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

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

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

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

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

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

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

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

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

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

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

In the event of termination under subsections D.1. and D.2. above (i.e., not for cause), The Participating Entity will remain responsible for products or services already delivered, WIP or raw material already purchased that is unsaleable or unreturnable, shipping, storage, and handling fees associated with return of materials.

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

## 7. CUSTOMER SERVICE

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

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

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

## 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for one and one-half percent (1.5%) multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities up to \$1 Million, and one percent (1%) multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities in excess of \$1 Million under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## **12. GOVERNMENT DATA PRACTICES**

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

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

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

#### **1. *Grant of License.*** During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.



b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

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

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

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

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the parties must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or

2. A material breach of any term or condition of this Contract.

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

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

## **18. INSURANCE**

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

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

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

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, 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 Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits

of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

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

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

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

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

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation



and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**22. CANCELLATION**

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

Sourcewell

RadioMobile, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 6/17/2021 | 4:12 PM CDT

DocuSigned by:  
*James Moore*  
CE5D8F7559B34BB...  
By: \_\_\_\_\_  
James Moore  
Title: CEO  
Date: 6/17/2021 | 2:52 PM PDT

Approved:

DocuSigned by:  
*Chad Coquette*  
7E42B8F817A64CC...  
By: \_\_\_\_\_  
Chad Coquette  
Title: Executive Director/CEO  
Date: 6/17/2021 | 4:59 PM CDT

# RFP 042021 - Public Safety Communications Technology and Hardware Solutions

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## Vendor Details

Company Name: RadioMobile, Inc.  
Address: 8801 Kenamar Dr  
San Diego, CA 92121  
Contact: Ron Lyons  
Email: rlyons@radiomobile.com  
Phone: 619-855-7041  
HST#: 90-1021857

## Submission Details

Created On: Saturday March 06, 2021 08:24:06  
Submitted On: Friday April 16, 2021 14:05:10  
Submitted By: Stephen Burd  
Email: StephenN.Burd@gmail.com  
Transaction #: ae6ca4f0-5cbf-4a27-afa8-4e05d48ad8a7  
Submitter's IP Address: 104.36.27.254

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## Specifications

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

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	RadioMobile, Inc.
2	Proposer Address:	8801 Kenamar Drive, San Diego, CA 92121
3	Proposer website address:	www.radiomobile.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	James Moore, CEO jmoore@radiomobile.com 858-530-1064
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Petr Peterka, CTO ppeterka@radiomobile.com 858-530-1065
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stephen Burd, VP Business Development sburd@radiomobile.com 619-962-2873

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Saving lives... Protecting property... and Serving our communities... This is the mission statement for the first responder heros protecting our families, home, and businesses.</p> <p>RadioMobile, a veteran-owned local San Diego company, is proud to partner with leading private and governmental emergency service and fire departments to help with this mission by providing the Public Safety Communications Technology and Hardware ecosystem for law enforcement, fire/rescue, EMS, and emergency management agencies and personnel by offering Commercial-Off-The-Shelf (COTS) as well as customizable hardware and software equipment, products, and services.</p> <p>With a 41 year history in the Public Safety Technology sector, RadioMobile has won the respect and contracts for private and state governmental first responder agencies including: CalFire, City of San Gabriel Fire, County of Los Angeles, EDF Fire Department, Lexington Fire and EMS, Los Angeles Fire Department, South Pasadena Fire, Alhambra Fire, Apple Valley Fire District, and Butte County Fire and Rescue among others.</p> <p>RM offers both standard and custom products to its partners. In terms of custom products, the company has long supported partners looking for differentiated solutions that meet their strategic requirements. Its resume includes many private and governmental agencies. In many cases RM has leveraged the underlying technologies it develops in its core platforms to accelerate the development of these solutions.</p> <p>RadioMobile is committed to growing in the Public Safety and Fire/EMS verticals with focus on governmental and private agencies concerned with mission critical and first responder solutions by supporting a range of partner products and services. In particular, the company is focused on helping protect our lives and property through providing COTS and customizable Fleet Management end-to-end ecosystem solutions for our nation's heros. RadioMobile's key business strategies are:</p> <p>Continue to evolve RadioMobile's Public Safety Technology solution architecture platforms to add further intelligence to the platform and its products by:</p> <ul style="list-style-type: none"> <li>• The addition of COTS features to our existing system</li> <li>• Customizable solutions to meet any agencies specific ecosystem requirements.</li> </ul> <p>These goals are paramount to RadioMobile's effort to develop our next generation platforms. In addition, RadioMobile is actively investigating 5G, IoT, wearable and mounted camera technology, as well as advanced AI analytics to help in early warning systems as part of our platform evolution.</p> <p>[Please see the Sourcewell RadioMobile RFP Response document Section 1 for more details on RadioMobile's mission, strategy, and team.]</p>
8	What are your company's expectations in the event of an award?	<p>Sourcewell Participating Entities (PE) will benefit greatly with a partnership with the leading Public Safety First Responder Police/Fire/EMS solutions provider. RadioMobile's (RM) proposed strategy, experience, operational excellence and current relationships with leading private and governmental agencies, make us uniquely qualified to offer Public Safety technology and control systems to Sourcewell Participating Entities for the solution proposed in this RFP response.</p> <p>RM's proposed strategy provides Sourcewell with a low-risk industry expert supplier to launch a high-quality Public Safety Communications ecosystem that will enable it's PE's to provide the best mission critical solution for their customers. RM's expertise and products are based on our industry proven platforms and technology familiar to private and governmental emergency service organizations. The selection of RM as Sourcewell's Public Safety Communications technology provider and supplier provides PE's the ability to either make use of an existing COTS hardware and control solution, or with the ability to design a customized product solution knowing that the design, manufacturing, and support are being managed by a North American world class partner who can provide the engineering, support, product quality, and services expected to succeed in their industry.</p>
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>RadioMobile has been doing business for 41 years in the Public Safety sector, and has consistent and solid financials as demonstrated herein.</p> <p>[Please see RadioMobile Profit Loss Financials 2017-2020 document for 4 years of P&amp;Ls.]</p> <p>[Please see Exhibit 1 of the Sourcewell RadioMobile RFP Response document for Dunn&amp;Bradstreet report.]</p>
10	What is your US market share for the solutions that you are proposing?	Approx 25% of California, about 2% nationally.
11	What is your Canadian market share for the solutions that you are proposing?	RadioMobile's solutions will operate anywhere in North America. RadioMobile currently does not have any Canadian customers.

12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	RadioMobile more closely aligns with description (b), but is best described as a hardware, software, and solution service provider and system integrator providing custom hardware and software utilizing commercially available 3rd party products to create an end-to-end Public Safety solution and ecosystem.  RadioMobile has internal sales and service teams that work with private and governmental agencies to solicit and answer bids, and fully execute contracts to ensure high quality and on-time delivery of fleet management ecosystem work products. Our senior management and sales teams have excellent working relationships and deep contacts in this market with customers outlined in #7 above.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Not applicable.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	RadioMobile is highly recognized as a leading supplier of Public Safety Communications Technology and Hardware solutions providing station alerting systems, as well as network infrastructure components for LMR, satellite endpoints, wireless networking gear, mobile data terminals, and various services in the public safety and first responder markets throughout California.  Industry recognition has come from many of our customers including: Medstar Ambulance, Butte County Fire, El Dorado Hills Fire, and CALFIRE agencies.  [Please see the Sourcewell RadioMobile RFP Response document Exhibits 2-5 for details on successful projects and recognition by key agency personnel.]	*
17	What percentage of your sales are to the governmental sector in the past three years	100%	*
18	What percentage of your sales are to the education sector in the past three years	0%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	a) Cal Fire Dept of Forestry : \$16.276 M b) LA City Fire Dept \$2.27 M c) LA County Fire Dept \$1.5 M d) Motorola \$2.25M	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	NA	*

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
Los Angeles County Fire Department	Scott England	213-881-6115	*
Kern County Fire Department	Zack Wells, Battalion Chief	661-391-7000	*
California Department of Forestry & Fire Protection (CALFIRE)	James Tibbett Matt Damon, Battalion Chief Shem Hawkins, Battalion Chief (Butte)	916-307-0507	*
El Dorado Fire	Michael Mackenzie, Captain	858-530-1061	
Medstar	Clint Watkins, Director	858-530-1061	

**Table 5: Top Five Government or Education Customers**

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
CalFire	Government	California - CA	Full scope end-to-end solution for Fire and Rescue. Included Mobile hardware, software, including networking (aut-switching LTE, LMR, Satellite). Also control systems including AVL and applications at host and mobile locations.	\$500k - \$1M+	\$8.48M	*
LA City Fire Fire Department	Government	California - CA	Full scope end-to-end solution for Fire and Rescue. Included Mobile hardware, software, including networking (aut-switching LTE, LMR, Satellite). Also control systems including AVL and applications at host and mobile locations.	\$500K+	\$1.27M	*
LA County Fire Department	Government	California - CA	Full scope end-to-end solution for Fire and Rescue. Included Mobile hardware, software, including networking (aut-switching LTE, LMR, Satellite). Also control systems including AVL and applications at host and mobile locations.	\$100k - \$400k each	\$600k+	*
LeVerne Fire Department	Government	California - CA	Connectivity devices for endpoints for Fire and Rescue. Included Mobile hardware, software, Tablet hardware and software with AVL/GPS location information for fleet tracking applications.	-	-	*
Monroe County	Government	New York - NY	Private network and mobile software	\$1.6K	\$44K	*

**Table 6: Ability to Sell and Deliver Service**

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 *

23	Sales force.	<p>RadioMobile's core product development and engineering leadership is located in San Diego, California. Our San Diego headquarters is home to much of RadioMobile's Sales, Marketing, Product Development, Engineering, Finance, Customer Service, Technical Support and Administrative workforce. This location houses over 21 employees and is growing. 15% of RM staff have over 20 years with the company, with 20% having over 5 years.</p> <p>For RadioMobile, having a great product is not the only requirement to run a successful business. The RadioMobile Sales and Marketing team understands that generating sales requires potential customers to understand that a product exists, what it does, and why it's the best in the market today.</p> <p>The RadioMobile sales force strategy is centered on one main objective- meeting specific customer needs. Our value proposition as a leader in the Public Safety technology vertical is a unique ability to provide an end-to-end offering either COTS or customized to meet the diverse needs of our customers.</p> <p>The RadioMobile Marketing team helps to develop our campaigns to promote and spread awareness of our products and generate leads, while our Sales team works to finalize a deal by communicating directly with leads and addressing their concerns.</p> <p>The RadioMobile Sales team's responsibilities include operations and activities involved in promoting and selling of our products and services. RadioMobile utilizes both Inside Sales (phone, email, online), as well as outside sales (face-to-face customer visits, trade shows) to increase sales. Our Sales and Marketing teams consist of 6 people and are structured in an Industry/Vertical organizational structure. This serves us well as different public safety industries use our products/services in different ways. All of our Sales team are well versed in how to position our offerings to these various verticals to meet their needs.</p> <p>Additionally, RadioMobile recently contracted with a B2B lead generation company to expand the inside sales capability. The company is developing a sales playbook based on RM's ideal customer profile and value proposition.</p> <p>This organization has been highly successful selling emergency alerting systems, CAD/AVL systems, mobile data terminals, and LMR infrastructure systems to multiple governmental and statewide agencies.</p> <p>[More details of our Marketing/Sales force can be found in the Sourcewell RadioMobile RFP Response document Section 2.1.]</p>
24	Dealer network or other distribution methods.	<p>The RadioMobile executive team has direct contacts and deep relationships with many of the states leading governmental and private agencies in the fire, rescue, and emergency services segments.</p> <p>Sales and Distribution functions are handled directly via the RadioMobile organization.</p>
25	Service force.	<p>The RadioMobile service team consists of 4 Field Engineers that are also part of our development team. This gives them unique insight and experience into the inner workings of our products and associated installation and integration requirements.</p> <p>The service team is co-housed in the RadioMobile San Diego office complex. The team has traveled extensively to our customer locations is available to travel to any USA or Canadian North American customer site (they speak Canadian, eh!).</p> <p>Our Service Team is uniquely trained and qualified both on a technical and a personal level to work with our customers, and have received accolades from our customers for the quality and timely work performed.</p> <p>[More details of our Service Team can be found in the Sourcewell RadioMobile RFP Response document Section 2.4.]</p>

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>RadioMobile believes that Customer service is the direct one-on-one interaction between a consumer making a purchase and a representative of the company that is selling it, and see this direct interaction as a critical factor in ensuring customer satisfaction and encouraging repeat business.</p> <p>Given the mission criticality of the technology, customer service is handled in-person, and not via automated self-service systems. RadioMobile believes that the buyers' perceptions of the RadioMobile and our products are shaped in part by their experience in dealing with that person.</p> <p>Due to the intricacies of the technology, for our business, the Customer Service program is broken into two parts: (i) product, ordering, and pricing inquiries handled by our Sales team, and (ii) product/service usage inquiries handled by Engineering. Given the nature of our core business, our service teams are available 7x24 to address level 1 issues.</p> <p>RadioMobile's Technical Support Team, located in San Diego, CA provides telephone support for our expanding product line. The team supports all of our first responder customers and their ecosystem products. Application engineers can assist participating entities with installation and customization with their technical questions regarding every RadioMobile product.</p> <p>The application engineers answer questions regarding equipment installation, programming, system design, troubleshooting, and inter-system compatibility. Questions range from networking, vehicle location services, CAD integration, mobile data terminal setup/use, alert system configuration, and accessories to name a few.</p> <p>[More details of our Customer Support Technical Services can be found in the Sourcewell RadioMobile RFP Response document section 2.2 - 2.4.]</p>	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>RadioMobile is fully capable and eager to provide both COTS and customized Public Safety Technology and Hardware solutions and services to Sourcewell participating entities in the United States.</p> <p>Our technology and service solutions are highly specialized for our customers and ranks amongst the best in the industry.</p>	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>RadioMobile solutions work throughout North America and we are fully capable and eager to provide both COTS and customized Public Safety Technology and Hardware solutions and services to Sourcewell participating entities in Canada.</p> <p>Note- the FirstNet HPUE LTE network currently is only supported in the USA.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>both public safety technology, as well as the ability to build out a private network for geographies not served by traditional LTE coverage.</p> <p>This capability, to offer network buildout for remote agencies/location brings great value to rural agencies throughout the United States and Canada where mission-critical communication is required but not available otherwise.</p>	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>NA. RadioMobile's solution as outlined in the Sourcewell RadioMobile RFP Response document can be fully utilized by any public safety entity requesting these products and services.</p>	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>RadioMobile would need to work with AT&amp;T to ensure that the FirstNet HPUE LTE technology works in these areas.</p> <p>Nonwithstanding the above, the RadioMobile solution will fully comply with all participating entity requirements.</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *
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32	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>To promote this contract and reach prospective customers, RadioMobile would use a B2B Marketing Strategy that would include some/all of the following components: Content Marketing, Inbound Marketing, Social Media Marketing, Search Engine Optimization, Account Based Marketing, Public Relations,, Referral Programs, Analyst Relations, Partner Marketing and Industry Events.</p> <p>RadioMobile (sample) Marketing Description and Collateral Material</p> <p>The attached content from the (RadioMobile-Sourcewell Marketing Plan document) includes various marketing and sales content that RadioMobile would leverage once a contract is signed with Sourcewell for this RFP. This sample material includes:</p> <ul style="list-style-type: none"> <li>• Sales and Marketing Description- contains the work effort and responsibilities of the RadioMobile organizations.</li> <li>• Sample Press Release- Contains a sample press release that RadioMobile might issue with Sourcewell approval after contract award.</li> <li>• Sample Web Page content- Contains a sample RadioMobile landing page that would be accessible from the RadioMobile site for the Sourcewell participating entities.</li> <li>• RadioMobile-Sourcewell Branded Collateral- contains a sample sell sheet branded with the Sourcewell logo</li> </ul> <p>Industry events and trade shows over the past 3 years have included:</p> <ul style="list-style-type: none"> <li>- APCO Annual Conference and Exhibition 2018</li> <li>- Southern CA APCO Chapter Monthly Meetings 2018-2019</li> <li>- Northern CA APCO Chapter Monthly Meetings 2018-2019</li> <li>- Northern CA APCO Vendor Showcase 2018</li> <li>- Southern CA APCO Vendor Exhibition 2018</li> <li>- Sierra Wireless Global Partner Summit 2019</li> <li>- CalChiefs &amp; Firescope Fire Operations Technology Summit 2019</li> <li>- Western Fire Chiefs Wildland Urban Interface Conference 2019 Harris International Users Conference and Training Symposium 2019</li> <li>- APCO Western Regional Conference 2019</li> <li>- Washington Fire Chiefs Expo 2019</li> <li>- USFS Wildfire Technology Modernization Industry Week 2019</li> <li>- APCO Annual Conference and Exhibition 2019</li> <li>- Northern CA APCO Vendor Showcase 2019</li> <li>- CA Fire Chiefs Association Annual Conference 2019</li> <li>- Southern CA APCO Vendor Exhibition 2019</li> <li>- CalChiefs &amp; Firescope Fire Operations Technology Summit 2020</li> <li>- Sierra Wireless Global Partner Summit 2020</li> <li>- FirstNet Education Forum for First Responders 2020</li> </ul> <p>In order to meet the goal of increased sales, our Marketing Team's responsibilities include:</p> <ul style="list-style-type: none"> <li>• Primary source of communication with Participating Entities. The RadioMobile marketing team, upon award, will develop a Marketing Plan to deploy our Sales Force to promote and market this contract award to Sourcewell participating entities. This Marketing Plan will address: <ul style="list-style-type: none"> <li>• Awareness. Our team believes that building awareness of our products and services is the first step in our sales process. Our awareness-building efforts help prospects recognize our brand and value to ensure we make the shortlist for purchasing considerations. RadioMobile utilizes a variety of inbound and outbound marketing techniques to build awareness in the Fire and EMS sector including, but not limited to, advertising, tradeshow, email, social media, industry analyst and public relations.</li> <li>• Engagement. Our engagement efforts build on the initial awareness campaigns to deepen a consumer's connection to our products. RadioMobile produces content aimed at engaging prospective buyers via thought leadership in the form of case studies, white papers, infographics, buyer guides, solution briefs and videos.</li> <li>• Up-sell/Cross-sell and Retention. After a purchase, our marketing team helps RadioMobile generate additional revenue from our current customers through effective up-sell, cross-sell and retention campaigns. These may include email newsletters or roadmap discussions to help our customers get more value from a product and provide future direction. The retention function of marketing is especially critical for our subscription services.</li> </ul> </li> </ul> <p>[Please see the "Sourcewell RadioMobile RFP 042021 Marketing Plan.PDF" document for sample post-award sales sheets, web pages, email blasts, and press release being offered.]</p>
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33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	RadioMobile uses the latest technology to enhance its marketing effectiveness. Hubspot serves as the company's CRM and SFA tool and houses a database of more than 10,000 decisionmakers in the public safety sector. Hubspot also serves as the engine for automated email marketing campaigns to engage with prospects and our social media marketing strategy aimed at key personas in the Fire & EMS space, as well as lead tracking and reporting. RadioMobile uses data validation tools to ensure that emails are deliverable, and contacts are kept up to date. In addition, RadioMobile uses Yoast to optimize website pages with the goal of increasing inbound traffic and maximizing conversions.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	RadioMobile is proud and pleased to partner with Sourcewell in promoting this contract. Upon award, RadioMobile will have the participating entity list available to our sales team and contact them to begin investigating customer needs and providing products and services.  RadioMobile will also contact our existing customers to let them know about the Sourcewell contract to see if they wish to become a participating entity and purchase under this agreement.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, solutions are "systems" generally, but as on GSA contract those items could be, but are not today.	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Training on all individual components and the eco-system as a whole is provided to our customers as part of the initial bid, but listed as a separate optional line item in the event a customer does not want training services.</p> <p>Training is provided by our engineering support/training team, and can be done in person, or virtually depending on the customer request. Training programs can be provided to end users, or a train-the-trainer program can be offered. Additional training services beyond the initial installation are also available.</p> <p>[Please see RadioMobile Master Price List document provided as part of the proposal package for Sourcewell participating entity pricing for all products and services.]</p>	*
37	Describe any technological advances that your proposed products or services offer.	<p>The RadioMobile product and service offering is a highly technologically advanced and specialized Public Safety system consisting of Fire and EMS station alerting systems, networking communications equipment, end-point mobile data terminals, and related control systems.</p> <p>RadioMobile can also provide networking infrastructure for voice and data systems, as well as interfacing into other 3rd party systems such as billing, inventory management, HR, and compliance systems as needed.</p> <p>RadioMobile is unique in that it is one of the few companies able to offer a complete turn-key COTS system for our first responder agencies. This saves government agencies both time and money as they don't require additional engineering and integration by a prime contractor.</p> <p>RadioMobile is at the forefront of future advancements in the Public Safety space working with large companies like Qualcomm developing the next generation Public Safety systems. Please see the following presentation:</p> <p><a href="https://www.qualcomm.com/videos/5g-mission-ready-technology-fire-and-ems">https://www.qualcomm.com/videos/5g-mission-ready-technology-fire-and-ems</a></p> <p>Please see the Sourcewell RadioMobile RFP Response document Appendix C Next Generation system for what the future holds for first responders public safety systems.</p>	*

<p>38</p>	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>At RadioMobile, we focus on</p> <ul style="list-style-type: none"> <li>• Conducting ourselves in a responsible and ethical manner</li> <li>• Creating a supportive and positive work environment for our employees</li> <li>• Improving service levels and responsiveness for our customers</li> <li>• Acting fairly in our business relationships with our partners and suppliers</li> <li>• Minimizing our environmental impact</li> </ul> <p>RadioMobile believes that the best way to conduct business is fairly, openly and transparently. We expect our employees to conduct themselves in accordance with the standards of ethical behavior as outlined in our policies. Upon commencement of employment and annually in subsequent years, all employees renew their commitment to this policy by signing a statement that they agree to abide by these standards.</p> <p>In order to help our employees understand what is expected of them, RadioMobile provides training in areas such as anti-corruption, diversity &amp; non-discrimination and data privacy. RadioMobile is committed to providing a fair and harassment-free working environment by providing a safe and secure workplace where behaviors adverse to that are not permitted. RadioMobile works diligently to ensure that it's products are environmentally friendly and able to be recycled to the extent possible.</p> <ul style="list-style-type: none"> <li>• Examples include our System UPS batteries recycle with vendor, and ABS (Advanced Battery solutions).</li> <li>• Other internal facing green initiatives and policies include:             <ul style="list-style-type: none"> <li>o Paperless invoice &amp; billing</li> <li>o LED lighting</li> <li>o Installation of water dispensers in building to prevent plastic waste</li> <li>o Automated light switches to power off lights when not in use and utilize natural light</li> <li>o Use of recycling bins to alleviate landfill waste</li> <li>o Offering compostable utensils instead of plastic for employees</li> <li>o Policy to turn off electronics when not in use</li> </ul> </li> </ul> <p>Supplier Partner Responsibility</p> <p>Additionally, RadioMobile makes every attempt to work and partner with firms that adhere to our Corporate Social Responsibility guidelines which include honesty, openness, accountability, and sustainability.</p> <p>As part of our Supplier Partner compliance program, three examples from our larger partners are outlined below including Sierra Wireless, Viasat and Orbcomm:</p> <p>(SEE SECTION 1.4.1)</p> <p><a href="https://www.viasat.com/about/corporate-social-responsibility/">https://www.viasat.com/about/corporate-social-responsibility/</a></p> <p><a href="https://www.orbcomm.com/en/company-investors/corporate-social-responsibility/sustainability">https://www.orbcomm.com/en/company-investors/corporate-social-responsibility/sustainability</a></p> <p><a href="http://www.yolope.com/-/media/iot/pdf/legal/sw-csr%20report%202018.pdf">http://www.yolope.com/-/media/iot/pdf/legal/sw-csr%20report%202018.pdf</a></p> <p>[Please see the Sourcewell RadioMobile RFP Response document Section 1.4 listing Corporate Responsibility and Sustainability goals.]</p>
<p>39</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>For RadioMobile, hardware life cycle is 5+ years. As our customers are mainly governmental or state agencies, they are required to have recycling programs of their own which we support as requested. We also take into account our vendors sustainability efforts as part of our equipment selection process.</p> <p>For the Viasat hardware technology: ISO 14001 Certification</p> <p>Viasat has appointed a team to implement, monitor, and continually improve their International Organization for Standardization (ISO) 14001 certified Environmental Management System and Green Environmental Policy, in order to put into action Viasat's corporate sustainability focus and enhance their environmental performance.</p> <p>Applying corporate green initiatives across Viasat newly expanded headquarters</p> <p>From electric vehicle stations to LED lighting and solar panels covering 33% of the roof space, the campus was built with energy efficiency in mind. We also added composting in our onsite cafes, recycling stations, bocce ball courts, jogging and biking trails, shade structures for informal meetings, and ample greenspace that incorporates 11,000 native plants and trees.</p> <p>For the Orbcomm hardware technology:</p> <p>ORBCOMM's Board of Directors is responsible for monitoring the Corporation's sustainability, environmental, and corporate social responsibility activities, including the implementation of this policy. Please see the "Orbcomm Environmental Sustainability Policy PDF" attached.</p> <p>[Please see the Sourcewell RadioMobile RFP Response document Section 1.4 listing Corporate Responsibility and Sustainability goals.]</p>

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	SBE. Veteran owned.	*
41	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>RadioMobile is already a trusted provider of Public Safety systems to large government and private emergency services agencies for 40+ years. RadioMobile has the unique ability to provide a complete end-to-end ecosystem for both a COTS and customizable solution to Sourcwell participating entities. RadioMobile has deep relationships with these state agencies with sterling recommendations.</p> <p>Additionally, RadioMobile has networking infrastructure experience that spans over 40 years. Public Safety systems of this nature are not cookie-cutter, and these attributes and capabilities will be essential for a successful deployment.</p> <p>Finally, RadioMobile is always looking at “what’s next” and is actively working with large technology companies like Qualcomm on next generation technology that it can bring to Sourcwell participating entities.</p>	*

**Table 9: Warranty**

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

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Yes. Standard hardware warranty is 5-years, and software is 1-year.  [Please reference Sourcwell RadioMobile RFP Response section 7.3 and attached file “RadioMobile- Warranty and RMA 2021.PDF”]	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	User damage, depending on severity, or non-intended usage- otherwise everything covered under normal warranty.	*
44	Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?	Yes	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcwell participating entities in these regions be provided service for warranty repair?	No. Customers are trained on basic support, and mail in repair (RMA process). On line for System, Local vendor can be retained for the first level swap out repair. As required, RadioMobile will travel to location, but this is very rare.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	RadioMobile will handle coordination, but generally pass on hardware to original manufacturer for repair, if not repairable with RadioMobile.	*
47	What are your proposed exchange and return programs and policies?	Returns for demo equipment.  In it’s history, RadioMobile has never been requested to accept a return system or components. RadioMobile will work with customers if an exchange is needed under warranty terms, or if a component upgrade is requested.	*
48	Describe any service contract options for the items included in your proposal.	System is warranted for 5 years. Post-warranty, a Maintenance agreement goes into effect. This agreement covers standard equipment repair, replacement, and software upgrades.	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Net 30
50	Describe any leasing or financing options available for use by educational or governmental entities.	None are currently available, but RadioMobile is open to discussions.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	(a) Formal quotes are submitted that cover all line items including products, services, installation, configuration, training, shipping, and warranty. (b) An Agreement, if required, will be executed and POs are entered against the Quote into the RadioMobile finance system as line items. (c) As items are completed, shipped, and/or approved, they are invoiced against the line item reference in the PO. (d) RadioMobile processes all items internally, and has the ability to generate quarterly reports for Sourcewell review.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	RM offers Pay Pal for any credit card purchases. Customer does not need to be member, it uses our account. A 3% charge is automatic.

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
53	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.	RadioMobile offers Sourcewell participating entities a line-item ~12.2% discount. Detailed pricing is provided including MSRP and Sourcewell discounts for each SKU offered.  [Please see the Sourcewell RadioMobile RFP Response document Section 7 for a detailed description of all product SKUs, function, and pricing.]  [Please see the RadioMobile Master Price List document for consolidated line item product and service pricing for each offering.]
54	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.	Sourcewell participating entity discount contract pricing is the best currently available and is being offered at 12.2% below MSRP.  [Please see the RadioMobile Master Price List document for consolidated line item product and service pricing for each offering.]
55	Describe any quantity or volume discounts or rebate programs that you offer.	RadioMobile will provide an additional 0.5% discount on orders over \$1M USD.  Also, see Exhibit 6 for RadioMobile VAR agreements allowing RadioMobile to pass on the best discount pricing to participating entities.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	If a customer has access to source a standard product, RadioMobile can integrate the product into the quote at at cost plus 10%. Customer is responsible for any warranty claims against items self-sourced. For non-standard products, a customized solution can be scoped which may include integration, installation, and customization and test efforts. For non-standard products, RadioMobile is open to working with the customer on a statement of work (SOW) defining requirements, schedule, and pricing for approval prior to work commencing.

57	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.	RadioMobile believes that all elements for a total cost are provided as direct line items, or variable cost items (eg., shipping, customization services). A RadioMobile quote will use the time and material pricing in the proposal to create a customized quote for a participating entity to meet their system requirements. RadioMobile will serve as prime contractor for any system, and provide quotes for all items associated with that system. Items outside the RadioMobile offering would be the responsibility of the customer. For example, should a customer have their own system (eg., CAD, billing system, etc) that need customization outside of the RadioMobile offering, this would be the responsibility of the customer to acquire those services. The same for infrastructure elements- for example if a customer didn't have power to the building, it would be the customer's responsibility.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Due to the complexity of the provided system offerings, freight may vary significantly depending on options selected and therefore are not included in the price as to prevent undue cost burden on our customers.</p> <p>Pricing for shipping is INCOTERM EXW and will be detailed in a separate line item and based on component options and shipping timeframes requested by the customer.</p> <p>RadioMobile can use it's freight vendor or can use the customer's if preferred. RadioMobile will not add any markup to transportation fees and will make those available to the customer for review.</p> <p>On average, product delivery is 12-16 weeks after the PO is placed.</p>	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Alaska and Hawaii will be offered standard delivery terms and listed as a line item. Pricing may vary depending on delivery timing required. RadioMobile will look for the most cost effective method to ship to these locations, and can use a customer carrier if requested.</p> <p>Canadian international deliveries are INCOTERMS EXW.</p>	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For large installations, RadioMobile will truck ship directly to save both time and ship fees.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	<p>[Please see the Sourcewell RadioMobile RFP Response document Section 7 for a detailed description of all product SKUs, function, and pricing.]</p> <p>Also, see Exhibit 6 for RadioMobile VAR agreements allowing RadioMobile to pass on the best discount pricing to participating entities.</p> <p>[Please see the RadioMobile Master Price List document for consolidated line item product and service pricing for each offering.]</p>

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	<p>RadioMobile's Finance team's Contract Administrator will own the Sourcwell self-auditing process and reporting. This process is intended for contract verification and compliance, and will be run on a quarterly basis and include the following processes:</p> <p>(I) Customer Pricing Verification</p> <p>As part of the Sales Order process, RadioMobile customers will be tagged as Sourcwell participating entities. On a quarterly basis, all customers tagged as such will have their Sales Order's (containing the products and services purchased) reviewed by the Contract Administrator to ensure pricing provided matches the RadioMobile Sourcwell contracted pricing.</p> <p>(II) Sales Reporting</p> <p>On a quarterly basis, the Contract Administrator will run a report for all customers tagged as Sourcwell participating entities buying under the contract. These reports will contain the total contract value for each system sold to a particular customer and the owed to Sourcwell under the agreement terms and conditions.</p> <p>(III) Administrative Fee Confirmation</p> <p>To ensure that RadioMobile remits the proper administrative fee, the Sales Reporting process report (and subsequent amount owed) will be validated against the A/P account payable amount remitted to Sourcwell for that quarter.</p>
63	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Quality metrics are key components to a quality plan used to ensure customers receive acceptable products and deliverables. These metrics are used to translate customer needs into acceptable performance measures in our products and services. Depending on the project complexity, sample RadioMobile internal metrics might be Cost of Quality, Defects, Customer Complaints and Returns, Supplier metrics, On-Time Delivery metrics, and Maintenance Metrics.</p>
64	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>RadioMobile will offer a typical administrative fee of 1% for contracts under \$1M, and 0.75% for contracts over \$1M. We are open to discussion on administrative fees.</p>

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

Line Item	Question	Response *
65	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>RadioMobile is proud to provide a full suite of equipment and services for the following system components listed below as outlined in the Sourcewell Public Safety Technology RFP.</p> <p>The proposal response outlines the technology, products, services, and pricing for the COTS and a customizable solutions for the items identified below as called out in the Sourcewell RFP. Specifically:</p> <ul style="list-style-type: none"> <li>• [Section 4.0, 7.5] Fire or EMS Station Alerting System</li> <li>• [Section 6.0, 8.0] LMR Networking Infrastructure Services</li> <li>• [Section 5.0, 7.6] Communication Endpoints including LMR, LTE, HPUE, and Satellite Equipment</li> <li>• [Section 7.5.4,7.6.7, 8.3] Services related to the offerings and solutions above</li> </ul> <p>[These products are detailed in the Sourcewell RadioMobile RFP Proposal document as there is too much detail and images to include in this online spreadsheet format. Please see section 3 – 6, as well as Product Sales Sheet PDF attachments for product details.]</p>
66	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	RadioMobile subcategory for our Public Safety solution is geared toward private and governmental agencies in the emergency services, first responder, and utility/transportation categories.

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

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

Line Item	Category or Type	Offered *	Comments
67	Fire or EMS station alerting or paging systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>RadioMobile provides a complete Fire and EMS station alerting ecosystem including all hardware and software components required for a turn-key system.</p> <p>[Please see the Sourcewell RadioMobile RFP Response document for Sections 4.0 and 7.5 for detailed data sheets, specifications, and functionality.]</p>
68	Connectivity and interoperability devices, hardware and equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>RadioMobile provides a various connetivity end points utilizing various networking technology. Additionally, RadioMobile is offering Land Mobile Radio LMR infrastructure build out hardware and services ecosystem including all hardware and software components required for a turn-key system.</p> <p>Please see the Sourcewell RadioMobile RFP Response document:</p> <ul style="list-style-type: none"> <li>• [Section 4.0, 7.5] Fire or EMS Station Alerting System</li> <li>• [Section 6.0, 8.0] LMR Networking Infrastructure Services</li> <li>• [Section 5.0, 7.6] Communication Endpoints including LMR, LTE, HPUE, and Satellite Equipment</li> <li>• [Section 7.5.4,7.6.7, 8.3] Services related to the offerings and solutions above</li> </ul>
69	Airborne, marine, and underwater communication systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
70	Services related to lines 67, 68 and 69 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	RadioMobile provides complete services and support for all items offered under this agreement. This include installation, customization, warranty, service, and training services as required.



**Table 15: Industry Specific Questions**

Line Item	Question	Response *
71	Describe the interoperability of your products and services with other equipment, software, and systems, as applicable	The RadioMobile Station Reporting, Mobile Data endpoint equipment, and fleet management solutions are already integrated with many state agency EMS systems in operation today. For example, in the systems outlined in Exhibits 2-5, the RadioMobile equipment interoperates with 3rd party CAD and 911 systems to form a portion of the complete end-to-end solution.
72	Describe how your products and services integrate with other communications and technology components (e.g., CAD, RMS, LMR, etc.)	The RadioMobile system components use standard networking protocols including ethernet, LMR, LTE, Wi-Fi, etc to communicate at the network infrastructure level. RadioMobile is able to publish it's APIs to allow 3rd parties to integrate with our systems, or is open to writing code to use a 3rd party's APIs to integrate with their systems. RadioMobile has deep experience integrating with various CAD and AVL systems being used by agencies today.
73	Describe how your products and services conform to applicable industry standards and required specifications.	As described above, RadioMobile uses non-proprietary industry standard networking protocols for all communications between subsystems to ensure compatibility, maintainability, and interoperability. Customization of systems to integrate into a customer's 3rd party existing systems is standard operating practice for RadioMobile and required for these types of complex systems.
74	Describe your use of installation or service partners, if applicable.	RadioMobile serves as the "one-neck" for all installation. Installation and configuration of all systems is completed and supported 100% by the RadioMobile internal field engineering support team members.

**Exceptions to Terms, Conditions, or Specifications Form**

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

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

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

- [Financial Strength and Stability](#) - RadioMobile Profit Loss Financials 2017-2020.pdf - Wednesday April 14, 2021 10:48:59
- [Marketing Plan/Samples](#) - Sourcewell RadioMobile RFP 042021 Marketing Plan .pdf - Thursday April 15, 2021 08:46:17
- WM8E/M8E/S8E or Related Certificates (optional)
- [Warranty Information](#) - RadioMobile- Warranty and RMA 2021.pdf - Wednesday April 14, 2021 10:49:29
- [Pricing](#) - Sourcewell RadioMobile RFP 042021 Master Price List.pdf - Friday April 16, 2021 13:27:11
- [Upload Additional Document](#) - RadioMobile RFP Response and Product Sell Sheets ZIP.zip - Friday April 16, 2021 13:28:44

## Proposer's Affidavit

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_8_PS_Communications_Tech_RFP_042021</b> Tue April 13 2021 04:33 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_7_PS_Communications_Tech_RFP_042021</b> Mon April 12 2021 06:55 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_6_PS_Communications_Tech_RFP_042021</b> Wed April 7 2021 06:45 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_PS_Communications_Tech_RFP_042021</b> Mon April 5 2021 08:18 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_PS_Communications_Tech_RFP_042021</b> Thu April 1 2021 03:59 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_PS_Communications_Tech_RFP_042021</b> Thu March 25 2021 08:23 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_PS_Communications_Tech_RFP_042021</b> Mon March 8 2021 01:20 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_1_PS_Communications_Tech_RFP_042021</b> Fri March 5 2021 12:57 PM	<input checked="" type="checkbox"/>	2