

**MASTER AGREEMENT # 020625****CATEGORY: Public Safety Communications Technology and Hardware Solutions****SUPPLIER: Icom America, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Icom America, Inc., 12421 Willows Road NE, Kirkland, WA 98034 (Supplier).

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

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

**Article 1:
General Terms**

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

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

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

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

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

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

- 9) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 10) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 11) **Open Market.** Supplier's open market pricing process is included within its Proposal.

12) Supplier Representations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee. Supplier acknowledges that no reduction in the Administrative Fee is allowed if and until an Administrative Fee Reduction Form is submitted by Supplier and approved by Sourcewell, in its sole discretion. Therefore, for the sake of clarity, Line Item 69 of Supplier's response is hereby modified to delete sentences four through seven.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

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

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

alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

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

Article 3: Supplier Obligations to Participating Entities

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

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and

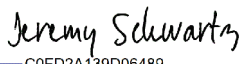
Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

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

020625-ICM

Sourcewell

Icom America, Inc.

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/22/2025 | 2:13 PM CDT

Signed by:

DCFEB9468ABE4ED...
By: _____
Jim Backeland
Title: President
Date: 7/22/2025 | 11:20 AM CDT

RFP 020625 - Public Safety Communications Technology and Hardware Solutions

Vendor Details

Company Name: Icom America Inc.
Address: 12421 WILLOWS ROAD NE
KIRKLAND, WA 98034
Contact: Kristina Pickering
Email: salescontracts@icomamerica.com
Phone: 425-450-6092
Fax: 425-450-6063
HST#: 91-1083924

Submission Details

Created On: Monday December 30, 2024 18:06:08
Submitted On: Monday February 03, 2025 04:38:13
Submitted By: Kristina Pickering
Email: salescontracts@icomamerica.com
Transaction #: cbb8d0c9-ef27-47e1-ba71-11a17a1d23d1
Submitter's IP Address: 66.222.26.173

Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Icom America Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 62526 SAM UEI: SAWLD6GKSYM9	*
5	Provide your NAICS code applicable to Solutions proposed.	NAICS Classification: 334220 (Small Business), 423690 (Large Business)	
6	Proposer Physical Address:	12421 Willows Road NE Kirkland, Washington 98034	*
7	Proposer website address (or addresses):	https://www.icomamerica.com/	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Jim Backeland, President 12421 Willows Road NE Kirkland, Washington 98034 P - 425.586.6387 E - jimback@icomamerica.com	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kristina Pickering Government Sales Program Manager 12421 Willows Road NE Kirkland, Washington 98034 P - 425.450.6092 C - 206.327.3381 E - salescontracts@icomamerica.com	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jon Paul Beauchamp, Senior Manager National Sales Manager United States Sales Group + Business Development 17000 Commerce Parkway, Suite B Mount Laurel, NJ 08054 P - 425.586.6359 C - 856.580.4381 E - jonpaulbeauchamp@icomamerica.com Jim Smith, Senior Manager Government Sales Icom America Inc. 12421 Willows Road NE Kirkland, WA 98034 P - 425.450.6084 C - 334.549.6307 E - jimsmith@icomamerica.com	*

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

Line Item	Question	Response *												
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Icom America Inc. is a part of Icom Incorporated. Started in 1964 by Tokuzo Inoue in Osaka, Japan. Icom Inc.'s roots are in designing, engineering, and manufacturing highly advanced, compact solid-state radio equipment for use in the amateur (ham) radio industry. The company's product line has since expanded to include communications equipment and products based in the Marine, Avionics, Land mobile, wide-band Receiver, Network (LTE, WLAN) and Satellite industries.</p> <p>Icom America was founded in 1979. With the exception of Cuba, Icom America is responsible for representing Icom products within the entire Western Hemisphere, as well to U.S. Territories in the Pacific.</p> <p>We are proud to have just celebrated Icom Inc.'s 60th Anniversary and would like to share the following link to allow you to read firsthand our company values, industry commitment, dedication to providing highly reliable products and our present goals for the future: https://www.icomjapan.com/lp/60th/. Secondly, should you like to watch the historical video therein, you can add English subtitles through the closed-caption [CC] option through YouTube. We take pride in our company and think it is a great tribute. Thank you in advance for taking the time to enjoy the history that is Icom.</p>												
12	What are your company's expectations in the event of an award?	<p>Continue our momentum! These past almost four (4) years under our existing contract 042021-ICM has been great. At first our Authorized Dealers were put off by having to check the Sourcewell Member's list, but quickly learned how amazing it is to meet their Client and knowing in advance they are familiar with Sourcewell. The ease of moving to the procurement phase has been wonderful. Even if the End-user is not set up as a Sourcewell Member, the process is simple, and we usually get their new Member ID within a day or two. Presently our Nationwide Network of Authorized Dealers, are doing about 75-80% of the sales under our current contract. Most recently higher dollar volume requests have been coming through; and we anticipate our sales to grow even more (should we be honored with another contract opportunity).</p>												
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>Icom Inc. is a publicly held Japanese corporation; its stock is traded on the Tokyo and Osaka Stock Exchanges. We have included a copy of our most recent financial report and offer the following past five (5) years of net sales:</p> <table><tr><th>Total Net Sales USD</th><th>Year</th></tr><tr><td>\$280,557,000.00</td><td>2020</td></tr><tr><td>\$252,380,000.00</td><td>2021</td></tr><tr><td>\$231,040,000.00</td><td>2022</td></tr><tr><td>\$255,928,000.00</td><td>2023</td></tr><tr><td>\$245,142,000.00</td><td>2024</td></tr></table> <p>We have provided copies of the above-mentioned within the "annual reports" zip folder.</p> <p>Should you wish to review this information in more detail, please feel free to visit our Parent Company website at: https://www.icomjapan.com/company/ir/</p>	Total Net Sales USD	Year	\$280,557,000.00	2020	\$252,380,000.00	2021	\$231,040,000.00	2022	\$255,928,000.00	2023	\$245,142,000.00	2024
Total Net Sales USD	Year													
\$280,557,000.00	2020													
\$252,380,000.00	2021													
\$231,040,000.00	2022													
\$255,928,000.00	2023													
\$245,142,000.00	2024													
14	What is your US market share for the Solutions that you are proposing?	<p>We are proud to share that Icom Inc is the only two-way equipment manufacturer that produces radios for multiple industries. With that said, we offer the following details by each of the afore-mentioned product groups:</p> <p>Amateur: 40% Avionics: 50% Land Mobile/Systems: <5% Marine: 65% Network: <1% (newest Product Group)</p>												
15	What is your Canadian market share for the Solutions that you are proposing?	<p>Roughly the same as the United States statistics.</p>												
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	<p>Not applicable to our organization.</p>												

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Icom Inc. is a manufacturer.</p> <p>SALES FORCE We have the US divided into seven (7) territories. Each territory is assigned to a Technical Channel Manager who works directly for Icom America. Where they have many responsibilities, the high-level ones are to train, guide and support the sales efforts of ICOM products/services through any Manufacturing Representatives assigned to their region and Authorized Dealers/Resellers.</p> <p>DEALER NETWORK Our nationwide Authorized Dealer/Reseller network an exceptional resource that allows Icom America to have a local presence within communities across North America, including Canada. Icom America provides regular dealer training programs "Icom Academy" on a variety of sales related topics including contracts. We also offer an incentive to our Authorized Dealer Network for partnering in our contract sales activities.</p> <p>SERVICE FORCE Our Service and Technical Support Teams are experienced in the very important 'after the sale' care. The employment-longevity within these groups is truly exceptional, averaging at a 10-year+ tenure. Technical support helps both Dealer/Resellers, Commercial Clients and Government End-users alike. They are knowledgeable in all ICOM products, as well as any partner products (or third party) we may sell. In addition to being able to call or email these folks, they also host a Knowledge Base on our corporate website for any of those 24/7 questions that may arise. Our Service Centers are available to help with both warranty and non-warranty repairs. We have a list of our Service Centers on our website, and they strive for a 7-10 day turn time.</p>
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Equipment within our P25 product line has obtained DHS CAP Compliance.</p> <p>Icom America Inc offers the following information on our factory ISO Certifications which can be found within the 'supporting documents' zip folder:</p> <ol style="list-style-type: none"> 1. The ISO 9000 family of quality management systems (QMS) is a set of standards that helps organizations ensure they meet customer and other stakeholder needs within statutory and regulatory requirements related to a product or service. ISO 9000 deals with the fundamentals of QMS, including the seven quality management principles that underlie the family of standards. ISO 9001 deals with the requirements that organizations wishing to meet the standard must fulfil. 2. ISO 14000 is a family of standards related to environmental management that exists to help organizations minimize how their operations negatively affect the environment; comply with applicable laws, regulations, and other environmentally oriented requirements; and continually improve in the above. 3. ISO/IEC 27001 is an international standard to manage information security. The standard was originally published jointly by the International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) in 2005, revised in 2013, and again most recently in 2022. There are also numerous recognized national variants of the standard. It details requirements for establishing, implementing, maintaining and continually improving an information security management system (ISMS) – the aim of which is to help organizations make the information assets they hold more secure. Organizations that meet the standard's requirements can choose to be certified by an accredited certification body following successful completion of an audit. (Definitions from: Wikipedia)
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Not applicable to our organization.</p>

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Landmobile: Department of Homeland Security's P25 Compliance Assessment Program (DHS P25 CAP) https://www.icomamerica.com/lineup/land_mobile/P25/DHS-CAP/ Radio System acceptance within the following states: Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Florida, Hawaii, Illinois, Iowa, Kansas, Louisiana, Mississippi, Missouri, Montana, Nebraska, New Jersey, New Mexico, North Dakota, South Dakota, Texas, Wisconsin, Wyoming. https://www.icomamerica.com/lineup/land_mobile/P25/Cert-Trunking/ Marine: NEMA 2024 NEMA 2023 NEMA 2022	*
21	What percentage of your sales are to the governmental sector in the past three years?	<10%	*
22	What percentage of your sales are to the education sector in the past three years?	We capture sales in two categories: 1) Federal 2) State/Local (including schools or aka SLED) Presently, we do not have a separate amount to report for just "Education" sales.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	NASPO 'active' - 3-year average is: <\$1M Sourcewell 'active' - 3-year average is: <\$500K State of Arizona 'active' – 3-year average is: <\$250K State of Illinois 'active- 3-year average is: <\$100K State of New Mexico 'active' – 3-year average is: <\$50K State of New Jersey 'expired 2024'- 3-year average is: <\$100K State of New York 'expired 2024' – 3-year average was: <\$500K State of North Carolina 'active' – 3-year average is: <\$25K Commonwealth of Virginia 'active' – 3-year average is: <\$250K	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	General Service Administration (GSA) 'active' - 3-year average is: <\$1M Railway Market Place (RMP) 'active' - 3-year average is: <\$2M	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Mississippi Department of Information Technology Services	Renee Murray, CPM, PMP	601-432-8146	*
Kentucky Office of Procurement Services	Daniel Salvato, CPPB, NIGP-CPP, KCPM	502- 564-5862	*
State of Alabama Division of Purchasing	Brittany Peterson	334-242-4667	*
Commonwealth of Pennsylvania Bureau of Procurement	Raeden Hosler	717-787-4103	
Illinois Department of Central Management Services	Terry Thomas	217-782-0876	

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

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

Line Item	Question	Response *
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26	Sales force.	We have the US divided into seven (7) territories. Each territory is assigned to a Technical Channel Manager who works directly for Icom America. Where they have many responsibilities, the high-level ones are to train, guide and support the sales efforts of ICOM products/services through any Manufacturing Representatives (MR) assigned to their region and Authorized Dealers/Resellers. At present, we have an Outside Sales Team with a total of 35 (27 of which are MR's and 8 are direct Employees of Icom America) with a dedicated Inside Sales Team, of which employ another four (4) Associates of Icom America. Team members support all product groups.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Our Nationwide Authorized Dealer/Reseller network an exceptional resource that allows Icom America to have a local presence within communities across North America, including Canada. Icom America provides a regular dealer training programs "Icom Academy" on a variety of sales related topics including contracts. We also offer an incentive to our Authorized Dealer Network for partnering in our contract sales activities. Our current Sourcewell contract 042021-ICM has over 180 of our Dealer Network selected as Sourcewell Authorized Contract Dealers/Resellers. We have included a general listing for your immediate reference within the "supporting documents" zip folder and should we receive an award a full and detailed contact list will be provided.	*
28	Service force.	Our Service and Technical Support Teams are experienced in the very important 'after the sale' care. The employment longevity within these groups is truly exceptional, averaging at a 10-year+ tenure. Within the Icom America Service Center (ie Kirkland) we have 8 onsite Service/Production Technicians, plus 5 onsite Engineering Associates who are Employees of Icom America. Our Service Centers are available to help with both warranty and non-warranty repairs. We have a list of our Icom America Service Centers, as well as Dealer Authorized Warranty Service Centers, on our website (https://www.icomamerica.com/support/repair/); and they strive for a 7-10 day turn time. Technical support helps both Dealer/Resellers, Commercial Clients and Government End-users alike. They are knowledgeable in all ICOM products, as well as any partner products (or third party) we may sell. In addition to being able to call or email these folks, they also host a Knowledge Base on our corporate website for any of those 24/7 questions that may arise. There are currently seven (7) full-time Technical Support Employees, also with decades of experience in the two-way industry just waiting to help our End-users with any questions they may have.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our full 'Ordering Process' is included within the "supporting documents" zip folder. In short, our Sourcewell End-users have the option to purchase directly from Icom America or through one of our Authorized Sourcewell Contract Authorized Dealers. Either way, our Order Entry Team will examine each order for key facts such as: End-user eligibility, Sourcewell member number, confirm that the proper product code(s) and corresponding prices match our contract, etc. If everything is in order, they will proceed with entry. If something is not correct, they will reach out to the End-user (if direct order) or the supporting Dealer (if being sold by Dealer directly to End-user). Once the issue(s) is resolved, the Order Entry Associate will continue with entering the order. We offer an incentive program for Dealers supporting our Sourcewell contract sales which is not applied unless all documentation is as required by Icom America and said contract.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>We have included a document in the upload section called 'Performance Indicators' within the "supporting documents" zip folder which will provide you with metrics by Customer needs, as well as the timeframes we strive to support. However, for your immediate reference here is a high-level view:</p> <p>Customer Service - consistent Customer Care with Turnaround time for information request acknowledgement: By 5:00 p.m. PST of the next business day after receipt of a valid order</p> <p>Purchases - upon receipt of a purchase order from an eligible End-user, our goal is to enter the order into our system within the same business day as received.</p> <p>Radio Equipment Delivery - typically, the Distribution Center strives to process and ship orders within 24 hours from the pick ticket issuance.</p> <p>Invoice Accuracy - all invoices shall clearly and accurately detail the required information in accordance with at minimum section 6.1 of the Master Agreement.</p> <p>Sales Reporting - upon request, or at a minimum quarterly, the Contractor shall furnish a usage report delineating the acquisition activity governed by the Contract.</p> <p>Technical Support Responsiveness – 1) Turnaround time for information request acknowledgement: By 5:00 p.m. PST of the next business day after receipt of request. 2) Turnaround time for information request fulfillment or inquiry: five (5) business days. If the information takes longer than five (5) business days to compile, communication regarding the nature of the delay, along with a reasonable revised turnaround time request, must be sent within the five (5) business days window. The inquiring entity will approve the revised turnaround time or begin issue escalation procedures.</p> <p>Warranty and Radio Equipment Repair - Under Warranty Repair and/or replacement turn-time is presently 7-10 days from receipt of product.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	For all eligible government, education, direct commercial, public safety, transportation and/or non-profit organizations through Sourcewell's cooperative contract...Icom America is proud to provide over forty-five years of experience within the North American Two-way Radio Industry. Offering our wide range of products, high standards of both Customer and technical care, dedication to both after-sale support and/or training, our ongoing commitment to End-user feedback for future products/enhancements and making sure our products continue to comply with relevant regulation standards.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We successfully updated our current contract offering to include Icom products through the Sourcewell/Canoe partnership. Mr. Fred Krause, Canoe Calgary-based Contract Manager updated their site accordingly: https://canoeprocurement.ca/program/telecommunications-program/</p> <p>Should Icom America be honored with another contract award, we will continue this mission with our subsidiary Icom Canada to market our product, support and/or services to the valued Canadian End-users through the Canoe partnership.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Not applicable, as we are able to support all regions within North America.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Icom America offers commercial off-the-shelf (COTS) equipment. Currently, we do not anticipate any Sourcewell Participating Entity limitations.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>OCONUS Territories (excluding Hawaii & Alaska) are considered export sales and would be subject to Export Administration Regulations. Order processing may take a little more time, due to the additional paperwork required for export. Our shipping terms are: 1) FOB Destination CONUS, AK, HI (with complimentary surface shipping); 2) FOB Origin OCONUS; shipping charges will be applied to orders exporting from the Continental United States.</p> <p>Per shipping regulations when a request to ship spare batteries is received, they must be shipped via air service; not ground. Li-Ion batteries are considered "dangerous goods" and will be processed through our preferred shipping partner, Federal Express. FedEx is a certified dangerous goods shipper. Air shipment charges, as well as a dangerous goods fee will be applied to the order. This does not apply to radio kit orders containing batteries.</p>	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	The Icom America standard extended payment terms are: 2% 20, N30. Payment terms to any Customer, as well as a Sourcewell Participating Entity are subject to review and approval by the Credit Department.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	A detailed outline can be found in the 'General Marketing Strategies' document included within the "supporting documents" zip folder. Summary is below of our objectives: Social Media (ie Facebook, Twitter, Instagram, YouTube, LinkedIn and IA Blog). Enthusiastic Icom Team, Marketing Tactics, Authorized Dealers, Dedicated Sourcewell Webpage, Partnership with Sourcewell Contract & Marketing Teams.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Icom America collects contact information and demographics on buyers and end users of our product through marketing campaigns on a variety of platforms and may buy customer lists. We then use the data to tailor content and venue for outbound marketing to vertical markets (ad campaigns) and to individuals (email, message or phone). Furthermore, we adhere to the emerging privacy policies put forth by California and other States.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell exceeded our expectations in their partnership with Icom America during this first award. Our top four (4) highlights are: 1) consistent nationwide contract training offered to not only contract holders, but also resellers, subcontractors and customers is exceptional. 2) sales leads we have received are greatly appreciated. 3) terrific assistance from our Sourcewell Contracting (especially when we needed a little help to mentor another SLED Procurement Team). 4) the reliable support we receive from all other Sourcewell Departments (ie Participating Membership Set-up, Help Desk, etc.). With that said, Sourcewell is already "integrated" into the Icom family and again we look hope Sourcewell will remain within our contract portfolio.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Icom America does not presently host a Business-to-Government (B2G) online ordering system. All orders which are presented via email, fax and/or mail will be manually processed through our Customer Centric Government Order Desk Team. Our Authorized Dealer(s) may have an eProcurement option within their own Customer Service and Sales Department. If awarded, we would be happy to reach out to our "Contract" Authorized Dealers/Resellers and have them share specifically as to if they have such an eProcurement system.	*

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

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Should technical and/or maintenance services be required after the sale, most would be handled by our Government Sales department, Service department and our Technical Support department accordingly. We offer onsite and/or webinar training programs often customized to the specific Customer's needs. Training may be offered by Icom America directly or through a preferred local Dealer, whichever the Sourcewell Participating Entity prefers. We also have many tutorials available through our Knowledgebase (https://icom.custhelp.com/) and/or the Icom America YouTube channel (https://www.youtube.com/icomamericainc) which are for public consumption and at no cost. Please refer to the 'Icom Services' brochure and pricing found within our optional services section of the uploaded price list.	*
42	Describe your proposed solutions integration and interoperability capabilities with other communication and technology components.	As previously stated, Icom has a wide-variety of equipment offerings: 1) Amateur - includes long-range (HF) and short-range (VHF, UHF) equipment such as handheld transceivers, base stations, and accessories, Designed for various communication modes like voice, data and digital communications. 2) Aviation – our "Add Before Flight" equipment offers VHF air band handheld, mobile, panel mount and base station radios. 3) Land Mobile – technologies such as LMR, P25, IDAS, NXDN and supporting End-users from military and public safety radios to everyday business two-way equipment. 4) Marine - includes long range, ship-to-shore, single sideband (SSB) transceivers for worldwide communications and the best in shorter range VHF marine communications. Icom has won many awards for marine communications equipment. 5) Network - the modern technologies of IP/WLAN, LTE, and Satellite communications have recently helped key customers such as military, North American railroads, utilities and mining industries. Icom products are scalable. This allows us the ability to cater to both small operations and large, multi-user networks. In real-world applications, our radios have been successfully implemented across various sectors, from maritime and aviation to land mobile services, demonstrating their versatility and reliability. We offer the following link to our Case Studies (https://www.icomamerica.com/case_studies/) where you can find White Papers, Articles and Testimonials.	*

43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>In every phase of Icom's operation, it takes into account the "conservation of the global environment" and the "protection of human health," recognizing that these issues are common to all humankind. As part of such efforts, we contribute to the efficient use of resources while opting for environmentally friendly parts and materials in line with the group's management philosophy, which aims to "leverage communication to create a bright future and technology." In particular, the international community is increasingly concerned about the environmental impact of chemical substances in products, with relevant regulations and social requirements becoming stringent at home and abroad. EU directives and regulations are one such example. The Icom Group is committed to providing socially useful, safe products by properly managing chemical substances according to the "Icom Green Procurement Standards," which control chemical substances in parts and materials.</p> <p>We have provided our Green Procurement Standard Policy and the ISO 14000 Certificate within the "supporting documents" zip folder.</p>	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Our factories are certified ISO14001.</p> <p>ISO 14000 is a family of standards related to environmental management that exists to help organizations minimize how their operations negatively affect the environment; comply with applicable laws, regulations, and other environmentally oriented requirements; and continually improve in the above.</p> <p>Please refer to the certificate within the "supporting documents" zip folder.</p>	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Icom is the only radio manufacturer that produces equipment for all radio industries: Amateur, Aviation, Land Mobile, Marine and Network.</p> <p>Being the leader in complete connectivity ecosystems using multiple protocols, Icom equipment can seamlessly connect native and foreign protocols via IP. Various platforms like LTE PTT, WLAN PTT, Satellite PTT, Digital LMR, Marine radio, Aviation Radio, Amateur Radio, Analog LMR and SIP can communicate as one ecosystem using Icom products.</p> <p>Icom products are manufactured in Japan where we are constantly innovating to uphold our worldwide recognition for having state-of-the-art technology. One of our most recent technologies is our VEPG4. This unit allows you to bridge almost any modern communications system to Icom's universe of Network products and more!</p> <p>CONNECT in a variety of ways:</p> <p>LTE PTT Products Wireless LAN radio products Icom IDAS conventional and trunking systems Analog Radio Systems P25 systems DMR systems SIP Phone</p> <p>It is truly a powerful tool within the communication industry!</p>	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>Icom America is considered a large business, except under NAICS Code 334220 (Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing) where we are under the Small Business Administration (SBA) threshold for employee-count. Therein, we may be classified as small businesses. We are owned 100% by Icom, Inc. and therefore not described as MBE, WBE, DOBE, VBE, SDVOB, SBE, SDB or WOSB.</p> <p>Being we provide commercial products and services for ordering activities. We are committed to promoting participation of small, small disadvantaged, veteran, minority and/or women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting. If awarded, we could do an outreach to our active Sourcwell Dealers who have self-reported their business classification to us and provide supporting documentation for your records.</p> <p>Please refer to our Small Business Program within the "supporting documents" zip folder.</p>	*
47		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable to our specific organization.	*
48		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable to our specific organization.	*
49		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable to our specific organization.	*
50		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable to our specific organization.	*
51		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable to our specific organization.	*
52		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable to our specific organization.	*
53		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable to our specific organization.	*
54		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable to our specific organization.	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	<p>Icom America's Payment terms offered are:</p> <p>Extended Payment Terms: 2% 20, N30 (OAC)</p> <p>Accepted Methods of Pre-Payment: Purchase Cards, Visa, MasterCard, Discover or American Express (no prompt pay discounts); Confirmed Letter of Credit; Free-Wire Transfer.</p> <p>All payment methods are subject to Icom America's Credit Department approval/acceptance.</p>	*

56	Describe any leasing or financing options available for use by educational or governmental entities.	We do not presently offer any leasing or financing programs. However, if a situation presented itself where the End-user required such, we would surely investigate what options could be available at that time.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Within our 'supporting documents' zip folder, you will find three (3) forms that may be used in support of specific ordering circumstances. 1) New government account set-up (in lieu of formal purchase order). Should a new Client request to purchase via their credit card, our Order Entry Department will need some basic Agency information for our Credit Department to set-up their account. 2) If a Client purchases Icom LTE equipment an Airtime Agreement is required if they wish for Icom America CONNECT to support their airtime (https://www.icomlte.com/). 3) If a Client purchases Satellite equipment, an Airtime Agreement is required if they wish for Icom America CONNECT to support their airtime (https://www.icomamerica.com/lineup/products/IC-SAT100/)	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, we accept P-Card (aka Purchasing Cards) at no additional cost. Be advised, our extended terms prompt pay discount is not applicable to any credit card payment.	*
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Icom America will offer Sourcwell Participating Agencies a favorable discount from our published retail price based on the various product groups we are offering.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts by "Product Group": Amateur: 15% off Retail Avionics: 30% off Retail Land Mobile/Systems: 25% off Retail Marine: 30% off Retail Network: 25% off Retail Accessories: 25% off Retail Services: 25% off Retail Parts/Internal Components: 23% off Retail	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity Price Break for High-Tier Land Mobile Mainframes: 100+ receives an additional 5% discount off the single unit price. Refer to Price List for details.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	If there is an item not under contract, we would apply the proper product group discount to the item retail price to sell 'open market' until the product/price list could be properly updated.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Here are a couple of examples: Custom-built Land Mobile Systems equipment orders which require repeaters to be rack mounted. This is not considered an off-the-shelf (OTS) order and likely subject to labor costs for building to Customer specifications, as well as LTL freight charges. All fees would be outlined within the project quotation and preapproved by the Sourcwell End-user during the procurement process. Within our Network Division, we offer both LTE and Satellite radios. There are subscription services that are offered which are not listed within our contracts. Those have their own separate End-user agreements and payment options which are handled by our Network Administration.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	FOB Destination CONUS, AK, HI with complimentary surface shipping for all off-the-shelf (OTS) equipment. Freight charges may be applicable for any custom-built system which would be outlined within the project quotation which would be signed-off by End-user before purchase order was issued. FOB Origin OCONUS; shipping charges will be applied to orders exporting from the Continental United States.	*

65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Icom Canada handles shipments within Canada. FOB Destination.</p> <p>Icom America handles shipments:</p> <p>FOB Destination CONUS, AK, HI with complimentary surface shipping for all off-the-shelf (OTS) equipment. Freight charges may be applicable for any custom-built system which would be outlined within the project quotation which would be signed-off by End-user before purchase order was issued.</p> <p>FOB Origin OCONUS Territories (excluding Hawaii & Alaska) are considered export sales and would be subject to Export Administration Regulations. Order processing may take a little more time, due to the additional paperwork required for export. Customers may coordinate their shipment being picked up from our Kirkland, Washington Warehouse. Otherwise, shipping charges will be applied to orders exporting from the Continental United States.</p> <p>Per shipping regulations when a request to ship spare batteries is received, they must be shipped via air service; not ground. Li-Ion batteries are considered "dangerous goods" and will be processed through our preferred shipping partner, Federal Express. FedEx is a certified dangerous goods shipper. Air shipment charges, as well as a dangerous goods fee will be applied to the order. This does not apply to radio kit orders containing batteries.</p> <p>SHIPPING CARRIER (including express shipping): Although we may utilize other freight carriers when requested, Icom America's preferred freight carrier is Federal Express. FedEx has been our shipping partner for over two decades and is a trusted source within the shipping community.</p> <p>We offer services such as: Ground, LTL, Overnight, 2-day, 3-day, etc.</p> <p>For the Sourcewell Customers, we would cover ground shipping as FOB Destination for all orders CONUS, AK, HI. However, should the Agency wish to upgrade their shipping method, we simply charge the difference between ground and the priority method selected.</p> <p>Icom America's Distribution Center has a great deal of experience in delivering on time and is very familiar with the intricacies of shipping and receiving.</p>	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We are willing to support our Customers to the best of our ability, so if they have special packaging, shipping and/or labeling requirements we are happy to help!	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>Our full 'Ordering Process' is included within the "supporting documents" zip folder.</p> <p>In short, our Sourcewell End-users have the option to purchase directly from Icom America or through one of our Authorized Sourcewell Contract Authorized Dealers. Either way, our Order Entry Team will examine each order for key facts such as: End-user eligibility, Sourcewell member number, confirm that the proper product code(s) and corresponding prices match our contract, etc. If everything is in order, they will proceed with entry. If something is not correct, they will reach out to the End-user (if direct order) or the supporting Dealer (if being sold by Dealer directly to End-user). Once the issue(s) is resolved, the Order Entry Associate will continue with entering the order. We offer an incentive program for Dealers supporting our Sourcewell contract sales which is not applied unless all documentation is as required by Icom America and said contract.</p>	*
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Continued ease of use, number of inquiries, number of quotes, number of orders, increases in sales, feedback from our Sales Teams, Authorized Dealers as well as Participating Agencies, etc.	*

69	<p>Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.</p>	<p>Icom America is willing to offer the maximum administrative fee of 2% per transaction. However, as outlined in Master Agreement 020625 Article 3 Section 6, a Participating Entity may request to add their own terms & conditions to the Sourcewell Master Agreement. Should the Participating Entity also request Icom America to pay an administrative fee to their Agency, Icom America may deny their request, negotiate or accept. If Icom America accepts a Participating Entity fee, we will respectfully reduce the Sourcewell administration fee for that specific Participating Entities transactions. For example: XYZ Agency requires a 0.5% administration fee on their agreement with Icom America under the Sourcewell Master Agreement. If XYZ Agency purchases equipment for \$5,000.00 USD, Icom America would then pay XYZ Agency a 0.5% administration fee of \$25.00 and Sourcewell an administration fee of \$75.00 (ie 1.5%). The total administration fees Icom America paid on this example was \$100.00 or a total of 2%.</p> <p>It is understood that we would be required to submit a Sourcewell Administrative Fee Reduction form prior to finalizing the Participating Entity addendum.</p> <p>We thank you in advance for our kind partnership in this kind of situation.</p>	*
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Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	<p>Icom America will offer Sourcewell Participating Agencies a favorable discount from our published retail price based on the various product groups we are offering.</p> <p>Discounts by "Product Group":</p> <p>Amateur: 15% off Retail Avionics: 30% off Retail Land Mobile/Systems: 25% off Retail* Marine: 30% off Retail Network: 25% off Retail Accessories: 25% off Retail Services: 25% off Retail Parts/Internal Components: 23% off Retail</p> <p>*Quantity Price Break for High-Tier Land Mobile Mainframes: 100+ receives an additional 5% discount off the single unit price.</p> <p>If there is an item not under contract, we would apply the proper product group discount to the item retail price to sell 'open market' until the product is determined to be added to the contract.</p> <p>Please refer to the 'Product & Price List' within the "supporting documents" zip folder.</p>	*

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

Line Item	Question	Response *	
71	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Amateur Handhelds, Mobiles, Base stations, D-STAR, Receivers and Repeaters. Mixture of Analog & Digital technologies.</p> <p>Avionic Handhelds, Mobiles and Panel Mounts (including TSO approved version). Analog technology.</p> <p>Land Mobile Handhelds, Mobiles, Base stations, RoIP, Data/HF with technologies such as Analog, Digital, CAP P25 Phase1/2, IDAS and combinations thereof.</p> <p>Marine Handhelds, Fixed Mounts, GMDSS, AIR/Radar and Single-Side Band (SSB). Analog technology.</p> <p>Network Handhelds, Mobiles and RoIP Gateway with technologies such as Analog, Digital, Satellite, WLAN and LTE.</p> <p>Supporting Product Accessories as shown within the product catalogs provided within this proposal.</p> <p>https://www.youtube.com/watch?v=a7zGQOuCrOA&t=108s</p>	*
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>The sub-category of our Land Mobile Division is "Systems". Our Icom America Systems Team builds communications solutions tailored to the specific needs of our Clients.</p> <p>https://www.youtube.com/watch?v=AAWh2543u7Y</p>	*

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offerings	Offered *	Comments	
73	In-station Public Safety alerting or paging systems;		<input checked="" type="radio"/> Yes <input type="radio"/> No	Product Example: https://www.icomamerica.com/explore/idas_solutions/	*
74	Dispatch/control room consoles and associated integrated communications equipment;		<input checked="" type="radio"/> Yes <input type="radio"/> No	Product Example: https://www.icomamerica.com/li neup/options/RC-FS10/	*
75	Wearable or portable communication devices, including biomonitring wearables, alerting or paging systems		<input checked="" type="radio"/> Yes <input type="radio"/> No	Product Example for Alerting & Paging: https://www.icomamerica.com/li neup/products/IC-F52D/ https://www.icomamerica.com/li neup/products/IC-F7010/ https://www.icomamerica.com/li neup/products/IC-SAT100/ Currently not applicable - Biomonitring wearables.	*
76	Connectivity and interoperability devices, hardware, and equipment for the connection of communication systems and endpoints, including:		<input checked="" type="radio"/> Yes <input type="radio"/> No	Product Example: https://www.icomamerica.com/li neup/products/VE-PG4/ https://www.icomamerica.com/explore/idas_solutions/	*
77		Satellite communications equipment;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Product Example: https://www.icomamerica.com/li neup/result/?type=1&class=5&genre=20	*
78		Portable and deployable wireless hubs, routers, and networks	<input type="radio"/> Yes <input checked="" type="radio"/> No	Currently not applicable.	*
79		Mesh networks and mesh radios	<input checked="" type="radio"/> Yes <input type="radio"/> No	Product Example: https://www.icomamerica.com/li neup/products/IP110H/	*
80		Land mobile/broadband radios	<input checked="" type="radio"/> Yes <input type="radio"/> No	Product Example: https://www.icomamerica.com/li neup/products/IC-M85/	*
81		Push to Talk over Cellular (PoC) handsets	<input checked="" type="radio"/> Yes <input type="radio"/> No	Product Example: https://www.icomamerica.com/li neup/result/?type=1&class=5&genre=19	*
82		High Power User Equipment (HPUE) for LTE	<input type="radio"/> Yes <input checked="" type="radio"/> No	Currently not applicable.	*
83	Airborne, marine, and underwater communication systems		<input checked="" type="radio"/> Yes <input type="radio"/> No	Product Examples: https://www.icomamerica.com/li neup/aviation/ https://www.icomamerica.com/li neup/marine/ Currently not applicable - Underwater communications.	*

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - 9-Products & Pricing - Sourcewell 25FEB.pdf - Monday February 03, 2025 04:07:26
 - [Financial Strength and Stability](#) - 2-Company Overview.pdf - Monday February 03, 2025 04:07:58
 - [Marketing Plan/Samples](#) - 4-General Marketing Strategies.pdf - Monday February 03, 2025 04:08:08
 - [WMBE/MBE/SBE or Related Certificates](#) - 8-Small Business Program.pdf - Monday February 03, 2025 04:13:50
 - [Standard Transaction Document Samples](#) - SAMPLE Templates.pdf - Monday February 03, 2025 04:11:53
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Supporting Documents.zip - Monday February 03, 2025 04:06:46

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

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

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

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

☒ Yes ☐ No

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

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

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