

**MASTER AGREEMENT # 020625****CATEGORY: Public Safety Communications Technology and Hardware Solutions****SUPPLIER: RadioMobile, 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 RadioMobile, Inc., 8801 Kenamar Drive, San Diego, CA 92121 (Supplier).

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

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

**Article 1:
General Terms**

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

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

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

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

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

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

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

12) Supplier Representations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

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

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

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

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

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

Article 3: Supplier Obligations to Participating Entities

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

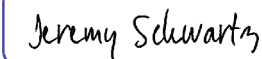
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within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

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

020625-RDO

Sourcewell

RadioMobile, Inc.

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/21/2025 | 4:38 PM CDT _____

DocuSigned by:

CE5D8F7559B34BB...
By: _____
Jim Moore
Title: President, CEO
Date: 7/21/2025 | 2:31 PM PDT _____

RFP 020625 - Public Safety Communications Technology and Hardware Solutions

Vendor Details

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

Submission Details

Created On: Tuesday January 07, 2025 16:29:08
Submitted On: Thursday February 06, 2025 13:37:22
Submitted By: Ron Lyons
Email: rlyons@radiomobile.com
Transaction #: 602a6c68-5f68-4191-b1de-bc881c4fd3b1
Submitter's IP Address: 147.243.244.229

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.	RadioMobile, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	RadioMobile, Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UEI / SAM ID: C16LYEZ5HZH5	*
5	Provide your NAICS code applicable to Solutions proposed.	334111, 334112, 334210, 334220, 334290, 334511, 423430	
6	Proposer Physical Address:	8801 Kenamar Drive San Diego, CA 92121	*
7	Proposer website address (or addresses):	https://radiomobile.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):	Ron Lyons Director of Sales 8801 Kenamar Drive San Diego, CA 92121 rlyons@radiomobile.com 619.855.7041 (m)	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ron Lyons Director of Sales 8801 Kenamar Drive San Diego, CA 92121 rlyons@radiomobile.com 619.855.7041 (m)	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Petr Peterka CTO 8801 Kenamar Drive San Diego, CA 92121 ppeterka@radiomobile.com 858.444.1330 (o)	*

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	RadioMobile, a veteran-owned, small business located in San Diego, CA, is proud to partner with fire and emergency medical service agencies to provide the communications technology and hardware solutions needed every day by first responders anywhere and everywhere. This includes collaboratively developed, integrated, and implemented systems utilizing commercial-off-the-shelf (COTS) products as well as customizable hardware and software equipment, products, and services. RadioMobile and its predecessor company celebrate a 40+-year history in the public safety technology sector, RadioMobile has won the respect of and contracts for local and state first responder agencies including: CAL FIRE, Los Angeles County Fire Department, Bakersfield Fire Department, San Diego County Fire Protection Authority, Los Angeles (City) Fire Department, Kern County Fire Department, Five Cities Fire Authority, Placer County Fire Department, Higgins Fire District, San Luis Obispo County Fire Department, Pebble Beach Community Service District, and many others. RadioMobile offers both standard and customized products to its end users. In terms of customization, the company has long-supported agencies looking for differentiated solutions that meet their strategic requirements. In many cases RadioMobile has leveraged the underlying technologies it develops in its core platforms to accelerate the development of these solutions. RadioMobile is committed to continue its growth in the public safety market and in particular, Fire/EMS. RadioMobile's key business strategies include: 1) Providing the technology and services that help save lives and property 2) Continually investigate emerging capabilities to ensure future-proofing our solutions 3) Being responsive to an ever-changing technology landscape in a timely and cost effective manner These goals are paramount to RadioMobile's effort to develop our next generation platforms. In addition, RadioMobile is actively engaged in 5G, IoT, wearable and mounted technology, as well as advanced AI analytics to help in early warning systems as part of our platform evolution. Saving lives... Protecting property... and Serving our communities... This is the mission statement for the first responder heroes protecting our families, home, and businesses that we support and drives us to succeed.	*
12	What are your company's expectations in the event of an award?	Based on our experience with our current contract, RadioMobile expects to continue being able to offer our technology solutions and services to those agencies looking to streamline their procurement processes and make more directed decisions on which vendor they contract. In addition, Sourcewell staff have been extremely helpful during our current contract period with educating on how best to market ourselves and leverage the contract. We expect to expand on the relationship and have further outreach to US and Canadian agencies.	*
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.	RadioMobile and its predecessor company has been in business for over 40 years, primarily serving the public safety sector, and has consistent and solid financials as demonstrated herein. Please see the Financial Strength and Stability documents upload for Profit/Loss statements and a bank letter verifying our accounts.	*
14	What is your US market share for the Solutions that you are proposing?	Due to the unique scope of solutions coupled with implementations with some of the largest agencies in the country, we estimate our market share is at least 30-40% in California and at least 10% nationally.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Although RadioMobile solutions will operate anywhere in North America, there is no market share in Canada at this time. However, marketing and sales efforts have been in place and opportunities identified with the expectation of expanding in the near future.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	There are no bankruptcies, current or completed, to report.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	RadioMobile is best described as a manufacturer and service provider (profile b). More specifically, hardware designer and manufacturer, software developer, solution architect, and system integrator. RadioMobile's sales and service forces are comprised entirely of direct employees. The sales team consists of senior and executive personnel whose aggregate experience accounts for more than 125 years while services add up to more than 150 years. Sales, along with Marketing, is responsible for finding new opportunities and driving the process from project definition to developing the solution, quoting, and ultimately securing the procurement. All along the way, sales collaborates with the various technology departments to ensure the solution is sound and can be implemented successfully. Immediately upon receipt of the purchase order, a smooth transition is made to project management for delivery and/or installation and implementation. The service team is made up of staff from hardware engineering, software development, manufacturing, and installation services and are involved throughout the project's development and planning. This ensures the sales process defines the solution correctly for maximum success upon implementation. At this time, RadioMobile does not utilize an indirect sales channel, however we are currently evaluating and planning the best method for expanding in this direction starting in 2025.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Not applicable.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	There are no current or past debarments or suspensions for RadioMobile.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	RadioMobile has not received any relevant awards or recognition.	*
21	What percentage of your sales are to the governmental sector in the past three years?	99% of all sales are in the government sector.	*
22	What percentage of your sales are to the education sector in the past three years?	<1% of all sales are in the education sector. This is an anomaly as our primary customers are in the government sector.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	1) Sourcwell 042021-RDO 2024: \$ 459K (approx) 2023: \$ 186K (approx) 2022: \$ 140K (approx) 2) Sourcwell 051321-RDO 2024-2022: \$0 (Due to the nature of the products and solutions in the contract, they have been incorporated into contract 042021-RDO as they are integral to the products and solutions included in that contract)	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract 47QTCA22D003J 2024-2022: \$ 0.00	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
San Diego County Fire Protection District	Kevin Cox, Battalion Chief	(619) 590-3105	*
San Luis Obispo County Fire Department	David Fowler, Battalion Chief	(805) 593-3409	*
Pebble Beach Community Services District Fire Department	Josh Silveira, Battalion Chief	(831) 601-8540	*

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

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

Line Item	Question	Response *
26	Sales force.	RadioMobile's core product development and engineering leadership is located in San Diego, California. Our San Diego headquarters is home to Sales, Marketing, Product Development, Engineering, Finance, Customer Service, Technical Support, and Administrative workforce. This location houses over 25 employees and is growing. Nearly 20% of RM staff have over 20 years with the company while almost 40% have 5 years or more. For RadioMobile, having a great product is not the only requirement to run a successful business. The RadioMobile Sales and Marketing team understands that generating sales requires potential customers to understand that a product exists, what it does, and why it's the best in the market today. The RadioMobile sales force strategy is centered on one main objective; meeting specific customer needs. Our value proposition as a leader in Public Safety technology is a unique ability to provide an end-to-end offering either COTS or customized to meet the diverse needs of our customers. The RadioMobile marketing team helps to develop our campaigns to promote and spread awareness of our products and generate leads, while our Sales team works to identify, develop, and finalize a deal by communicating directly with opportunity leads and addressing their concerns. The RadioMobile sales team's responsibilities include operations and activities involved in promoting and selling of our products and services. RadioMobile utilizes both Inside Sales (phone, email, online), as well as outside sales (face-to-face customer visits, trade shows) to identify and drive sales opportunities. Our sales and marketing teams are a matrix of people from multiple disciplines across the organization that provide direct and indirect support to the sales process. This serves us well as different public safety entities use our products/services in unique ways. All of our sales team are well versed in how to position our offerings to these various scenarios to meet their needs. Additionally, RadioMobile is planning to expand a previous program with a lead generation company to expand the inside sales capability. A sales playbook based on RM's ideal customer profile and value proposition will be the template for identifying new opportunities through this method. The results of our sales team's efforts has been highly successful selling emergency alerting systems, AVL and mobile response systems, mobile data computers, and LMR-based data infrastructure systems to multiple governmental and statewide agencies.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	RadioMobile is in the process of developing an indirect sales channel that will consist of value added resellers, VARs, and/or manufacturer representatives, MRs. In establishing this channel, RadioMobile will create a more formal and widespread sales footprint across North America. During the setup process, VARs will be evaluated on their ability to provide technical sales, service, and account management as local subject matter experts. MRs will be considered for their presence in their geographic markets and relationships to targeted markets. Technical knowledge and a strong network of supporting VARs is also important in this vetting process.
28	Service force.	The RadioMobile service team consists of nearly one dozen Field Engineers that are also part of our production and development teams. This gives them unique insight and experience into the inner workings of our products and associated installation and integration requirements. The service team is co-housed in the RadioMobile San Diego office and are dispatched to projects wherever they are needed, including online for software issues. The team has traveled extensively to our customer locations and is available to travel to any US or Canadian customer site. Our Service Team is uniquely trained and qualified both on a technical and a personal level to work with our customers, and have received accolades from our customers for the quality and timely work performed.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Nearly all RadioMobile solutions require a minimum amount of system design and/or layout. Working collaboratively with the end user to ensure the result is based on their needs, not just what the product does, a quote is generated. When customers are ready to proceed with their procurement, a Purchase Order based on the quote is submitted directly to RadioMobile. Once validated against the quote, an internal Sales Order is produced and delivered to the production area for preparing physical devices for delivery or installation. The installation logistics are worked out between the RadioMobile project manager and end user's point of contact. At the end of installation, acceptance testing is performed and when completed, a final invoice is delivered.	*
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.	RadioMobile believes that customer service is the direct one-on-one interaction between a consumer making a purchase and a representative of the company that is selling it, and see this direct interaction as a critical factor in ensuring customer satisfaction and encouraging repeat business and referrals. Given the mission criticality of the technology and competitiveness in the industry, customer service is handled in-person, and not via automated self-service systems. RadioMobile believes that the end users' perceptions of the Company and our products are shaped largely by their experience in dealing with that person. Due to the intricacies of the technology, for our business, customer service is broken into two parts: 1) Product, ordering, and pricing inquiries handled by the sales team, and 2) Product/service usage inquiries handled by technical support and/or engineering Given the nature of our core business, our service teams are available 24x7 to address level 1 issues. RadioMobile's technical support, located in San Diego, CA provides telephone support for our expanding product line. The team supports all of our first responder customers and their ecosystem products. Application engineers can assist participating entities with installation and customization with their technical questions regarding every RadioMobile product. The application engineers answer questions regarding equipment installation, programming, system design, troubleshooting, and inter-system compatibility. Questions range from networking, vehicle location services, CAD integration, mobile data computer setup/use, alert system configuration, and accessories to name a few.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	RadioMobile has a strong track record for working with end users to define, develop, and implement simple to very complex solutions using a variety of products integrated for maximum beneficial use. We are constantly in a state of ongoing development to ensure our solutions remain at the forefront of available technologies that allow our users to achieve optimum efficiency and safety. We strongly encourage our users to engage in the development, deployment, and growth of our portfolio. This is a clear example of our ability and willingness to provide COTS and customized solutions to participating entities in the United States and Canada. Our technology and service solutions are highly specialized for our customers and ranks amongst the best in the industry.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	RadioMobile has already engaged with Canadian entities and views this geographic market as another opportunity regardless of the border between us. We are currently working to expand our brand awareness and presence to encourage higher levels of engagement and identify more sales opportunities.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There are no geographic areas of either country that will be excluded from our agreement; we will work anywhere. In fact, some of our products and solutions are likely more favorable in the areas typically excluded by other vendors, namely the more rural and remote locations. For example, our private LMR-based mobile data networks are ideal where commercial broadband fails to cover. We can also augment connectivity with an integrated wireless solution utilizing multiple disciplines such as LMR and satellite technologies.	*
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.	Although RadioMobile's primary users are public safety and more specifically fire and emergency medical services, our solutions are designed with flexibility to be implemented in any fleet service requiring the baseline capabilities of our systems. Therefore, there are no types of entities that would be excluded from our agreement.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific requirements or restrictions that would apply to entities in these regions. During the course of defining the project, quoting the price, and coordinating logistics for delivery, installation, and implementation, the goal is to come to an agreement to deliver the solution needed by the entity, regardless of their location.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	RadioMobile is open and willing to work with any entity that can benefit from our solutions, including nonprofits.	*

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.	RadioMobile's marketing strategy for promoting the awarded contract includes, but is not limited to the following: • Update Sourcewell landing pages and marketing collateral based on new contract • Issue and promote press releases and social media posts announcing the Sourcewell contract renewal • Update and promotion of Sourcewell "How to Buy" page on RadioMobile.com • Promote Sourcewell contract at upcoming industry trade shows & conferences such as: - o 2025 Fire Operations Technology Summit (Jan 28-30) - o 2025 Wildfire Technology Management Summit (Apr 15-16) - o 2025 Southern CA Association of Foresters and Fire Wardens (May 1-2) - o 2025 Station Design Conference (May 21-22) - o 2025 Cal APCO State Conference (Sept) - o 2025 CalChiefs Annual Conference (Oct) • Promote Sourcewell contract to participating agencies by matching new/reclaimed account lists to our marketing database. • Develop and promote additional content focused on the benefits of cooperative purchasing like the Purchasing Technology for Fire/EMS Whitepaper. • Leverage discounted advertising with Western Fire Chiefs to promote RadioMobile products via Sourcewell (former FireRescue GPO). • Work with the Sourcewell supplier development team to identify other opportunities for promoting the contract. Please see the Marketing Plan in the upload section under Marketing Plan/Samples for more details on our strategy and plan, including samples of collateral materials.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	RadioMobile leverages the latest marketing automation technology to enhance marketing effectiveness as follows: • Customer Data Platform – HubSpot serves as RadioMobile's unified customer relationship management (CRM), sales and marketing automation platform. HubSpot integrates customer database management with email campaign management, social media engagement, website tracking and analytics. Automated workflows have been created to provide relevant content to prospects based on their actions. A/B testing is utilized to determine which messages resonate with our audience. And data analytics allow us to track campaign performance and optimize future strategies. • Fire & EMS Contact Database: RadioMobile maintains a marketing database of more than 10,000 chiefs and other decision makers in the Fire & EMS space. This database is continuously updated via website forms, event attendee and procured contact lists. RadioMobile also uses data validation tools to ensure that emails are deliverable, and contacts are kept up to date. • Website Optimization: RadioMobile uses WordPress to create and manage high quality, digital content for its online presence. Website optimization utilizing relevant key words is accomplished via Yoast, with the goal of driving inbound traffic and maximizing lead conversions. • Artificial Intelligence: RadioMobile uses artificial intelligence to automate and optimize marketing processes. This includes developing personalized email campaigns and marketing content aimed at delivering the right message to the right person at the right time.
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?	RadioMobile has been proud and pleased to have partnered with Sourcewell in promoting its current contract (042021-RDO). During the current contract period, Sourcewell on occasion provided information on entities seeking a variety of technology solutions. In most instances, RadioMobile did not provide the specific types of products or solutions being sought. When that occurred, RadioMobile was always quick and happy to consult on which vendors could be potential suppliers; advice that the Sourcewell staff always greatly appreciated. This collaborative effort, even when there was no sales opportunity for RadioMobile, led to identifying more opportunities to which RadioMobile was always grateful. With a new contract, RadioMobile will continue to leverage the Contract with potential and current entities to streamline procurement processes while offering better pricing options. During the early sales process, the introduction and education of the Sourcewell contract is made to ensure the purchasing entity is aware and able to take advantage of the Contract, saving time and money.
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.	RadioMobile solutions are not available through e-procurement. Nearly all of our solutions are complex and require a collaborative effort between us and the end user to fully identify the solution being sought. As such, each procurement document is unique and does not fit in an e-procurement model.

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.	Training on all individual components as well as the end-to-end solution is provided to the end user as part of the system delivery and/or installation and is included in the initial bid. Although it is recommended, training is listed as separate optional line items in the event the end user opts out of training services. Training is provided by our technical support and/or engineering support teams and can be done in person, or virtually depending on the system and customer request. Training programs can be provided directly to end users, or a train-the-trainer program can be offered. In most instances, training sessions are recorded in order to be used for future new or recurrent training. Additional training services beyond the initial installation are also available. Please see RadioMobile pricing documents in the Pricing uploads section for Sourcewell participating entity pricing for all products and services including training.
42	Describe your proposed solutions integration and interoperability capabilities with other communication and technology components.	RadioMobile offers a vast and diverse portfolio ranging from simple mobile data computers (MDC), to automatic vehicle location (AVL) with incident response software, to fire station alerting systems (FSAS), with the necessary pieces in between to make it all work together. In nearly all situations, the solution is highly dependent on the ability to integrate hardware, software, and 3rd party offerings. In the case of MDCs, a 'simple' hardware purchase may require RM technical support to assist the entity in configuring 3rd party software to operate with certain hardware features such as function buttons, audio/video (A/V) kill button, or specialized volume control buttons. RM stands ready to assist as often the software vendor may be unable to support the request. With AVL and incident response systems where a full mobile package is proposed consisting of MDCs, wireless network components, and software that resides on the hardware, solution integration is the cornerstone to a successful project. One of the most important aspects is being able to exchange information with the emergency communication center's (ECC) computer aided dispatch (CAD) to which RM integrates our message server ensuring two-communication between 3rd party platforms and RM's mobile fleet. The outbound information from the ECC CAD tells the responding unit to what, where, and why they are going. The inbound information from the vehicle updates the ECC that the information was received and continues until the incident is closed. Throughout the life cycle of the event, ECC and other incident stakeholders can see the resource on a map as well as its current status. This is extremely important on extended incidents that can last days or weeks. However, this is only as good as the connection that exists between the two. RadioMobile offers a variety of mobile wireless connectivity options depending on the type of geographical area in which the end users operates. For more rural situations, a combination of commercial broadband, private land mobile radio (LMR)-based data, and/or satellite may be appropriate to ensure connectivity. This offers a higher sense of accountability, safety, and situational awareness to incident managers. A sample configuration is shown in quote form under the Standard Transaction Document Sample upload section. With respect to FSAS, the goal is to alert first responders in the most expedient manner possible with the information of the incident for a rapid deployment and highest probability of a positive outcome. FSAS can be highly complex depending on the environment of the installation. Some stations are very simple where an alert tone, lights, and voice announcement of the incident is sufficient. In larger stations where multiple units are housed, in addition to alert tones, lights, and the dispatch message, the ability to individually alert only the targeted crew becomes important to ensure those not going are not disturbed and allowed to rest until it's their time to respond. A sample configuration is shown in quote form under the Standard Transaction Document Sample upload section. In each of these instances, integration is extremely important and RadioMobile has done an excellent job with its own products as well as 3rd party vendors to make it all seamless whether it's a CAD vendor or 3rd party wireless network operator such as broadband or satellite service provider. Within all RadioMobile systems, data is available for other 3rd party systems such as billing, inventory management, HR, and compliance systems as needed. In the end, our ability to integrate our own solutions along with 3rd parties saves government agencies both time and money as they don't require additional engineering and integration by a typically higher cost prime contractor.

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	RadioMobile works diligently to ensure that it's products are environmentally friendly and able to be recycled to the extent possible. Examples include our systems' internal batteries that are recycled or disposed of in environmentally appropriate methods when their usefulness has ended. In addition, other electrical and electronic materials including out-of-service computer boards and components are disposed of appropriately. Additional initiatives include: • Paperless invoice & billing • LED lighting • Installation of water dispensers in building to prevent plastic waste • Automated light switches to power off lights when not in use and utilize natural light • Use of recycling bins to alleviate landfill waste • Offering compostable utensils instead of plastic for employees • Policy to turn off electronics when not in use Additionally, RadioMobile makes every attempt to work and partner with firms that adhere to similar green initiatives.	*
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.	With respect to RadioMobile hardware, customers typically have policies establishing life cycle as typically 5+ years for many technology items. As our customers are mainly local or state agencies, they are required to have recycling programs of their own which we support as requested. We also take into account our vendors sustainability efforts as part of our equipment selection process.	*
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?	RadioMobile is extremely unique as it appears to be the only company able to offer a complete turnkey system across a very broad scope of products for our first responder agencies from one end of the incident communication channel to the other. Although our individual products have plenty of competition in a one-to-one match up, we are the only company with such a diverse portfolio of products that was all developed, built, and integrated under one roof, organically. That is without acquiring other companies to fill our portfolio.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☒ Yes ☐ No	RadioMobile is a veteran owned, CA Small Business Entity.	*
47		Minority Business Enterprise (MBE)	☐ Yes ☒ No	N/A	*
48		Women Business Enterprise (WBE)	☐ Yes ☒ No	N/A	*
49		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	N/A	*
50		Veteran-Owned Business Enterprise (VBE)	☒ Yes ☐ No	RadioMobile's owner is a veteran of the United States Army.	*
51		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	N/A	*
52		Small Business Enterprise (SBE)	☒ Yes ☐ No	RadioMobile is a self-certifying Small Business Enterprise through GSA.	*
53		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	N/A	*
54		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	N/A	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Payment terms are net 30 via check or ACH.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	RadioMobile has municipal funding options that are available on an as-needed basis through 3rd party sources.	*
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.	Each RadioMobile sales transaction begins with a price quotation based on the criteria identified between RM and the entity. Each quote form includes a copy of the Warranty, Maintenance Terms, and Software Licensing Terms. Upon receiving a purchase order (PO) from an entity, we prepare an internal sales order (SO) that provides instruction for our production and installation departments. Upon completion of delivery or installation, an invoice is generated. Example quotes documenting different solutions are provided in the Standard Transaction Document Samples upload section.	*
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?	RadioMobile does not accept P-cards directly. However, RadioMobile has a PayPal account that the P-card may be used as the source of payment at the entity's discretion. There is a nominal fee for processing these payments.	*

59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	RadioMobile quotes are built around an identified total solution that may include combinations of hardware, software, and professional services. Line item pricing is used to show the entity the details allowing the option to increase or decrease quantities as necessary. Each line item shows List Price, Sourcewell Agreement Price (SAP), and the Extended Price based on quantity and SAP. Sourcewell Agreement Price includes a 12.2% discount from List Price. Detailed pricing for all segments of our portfolio is provided including List and SAP for each SKU offered in the Pricing upload section. In addition, sample quotes are provided in the Standard Transaction Document Samples upload section for project specific examples.	*
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.	RadioMobile is offering to Sourcewell participating entities a discount of 12.2% from List Price as shown in the Price Catalog in the Pricing upload section.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	RadioMobile will provide an additional 0.5% discount to quoted solutions in excess of US\$1M.	*
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.	Should an entity require a product or service not covered in our Sourcewell Agreement, we will make every attempt to source and provide the product at a cost plus a percentage. In the event an entity already has or can access a product or service outside the scope of our Sourcewell Agreement, we will evaluate the effort to integrate the product or service into our solution. In some instances, a 3rd party service is best contracted by the entity directly and a scope of work (SoW) is developed to indicate responsibilities of each party and where the integration points come together. In the case of an entity-provided product or service, the entity is responsible for any warranty claims against items self-sourced.	*
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.	RadioMobile, as a prime contractor, customizes quotes to include all elements for a total solution with direct line item costs and variable cost items such as shipping and handling fees to meet an entity's system requirements. Occasionally, there are items that are critical to the solution, however outside RadioMobile's scope of work and are the responsibility of the entity. Examples include the acquisition and activation of cellular service for broadband routers or devices, CAD upgrades to interface to RM solutions, Ethernet or Internet service at certain locations, and 3rd party contract work to prepare sites for RM solution installation, just to name a few. RadioMobile works with the entity to ensure all pieces of the project are identified with corresponding responsible parties identified.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Due to the complexity of the provided system offerings, freight may vary significantly depending on options selected and therefore are not included in the price as to prevent undue cost burden on our customers. Pricing for shipping will be detailed in a separate line item and based on component options and shipping timeframes requested by the customer. RadioMobile can use it's freight vendor or can use the entity's if preferred. RadioMobile will invoice the actual transportation fees and will make those available to the customer for review. In situations where RadioMobile travels to an entity's site for installation, the products may be delivered directly instead of being shipped and would not incur a shipping fee for that delivery.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska and Hawaii will be offered standard delivery terms and listed as a line item. Pricing may vary depending on delivery timing required. RadioMobile will look for the most cost effective method to ship to these locations, and can use a customer carrier if requested. Canadian and other international deliveries are INCOTERMS EXW.	*

66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For large installations, RadioMobile will truck ship directly to save both time and ship fees. In situations where RadioMobile travels to an entity's site for installation, the products may be delivered by the installation team directly instead of being shipped and would not incur a shipping fee for that delivery.	*
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.	RadioMobile's finance team manages the Sourcewell self-auditing process and reporting in conjunction with the sales team. This process is intended for contract verification and compliance, and will be run on a quarterly basis and include the following processes: 1) Customer Pricing Verification As part of the Sales Order process, RadioMobile customers will be identified as Sourcewell participating entities. On a quarterly basis, all customers identified as such will have their Sales Order's (containing the products and services purchased) reviewed by finance to ensure pricing provided matches the RadioMobile Sourcewell contracted pricing. 2) Sales Reporting On a quarterly basis, finance will run a report for all customers identified as Sourcewell participating entities buying under the contract. These reports will contain the total contract value for each system sold to a particular customer and the owed amount to Sourcewell under the agreement terms and conditions. 3) Administrative Fee Confirmation To ensure that RadioMobile remits the proper administrative fee, the Sales Reporting process report (and subsequent amount owed) will be validated against the account payable amount remitted to Sourcewell for that quarter.	*
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.	A number of metrics will be used to determine the level of success with the agreement. Some examples include: 1) Identify the source of the prospect. Did the entity find us through the Sourcewell website? 2) Identify how the procurement process would have developed without the agreement. Would it have gone to bid? 3) Identify if the timeline to procurement was impacted by the availability of the agreement?	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	RadioMobile proposes an administrative fee of 1.5% for transactions up to US\$1M. For transactions over US\$1M, the fee will be 1.0%.	*

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.	The discount offered to Sourcewell participating entities reflects a price that is lower than MSRP, the 'everyday' price offered to all other customers.	*

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.	RadioMobile offers a very diverse portfolio of solutions that meet and exceed the criteria of this Public Safety Communications Technology and Hardware Solutions RFP. Some of the products shown throughout our response, especially in the pricing section, can be stand-alone solutions, such as mobile data computers (MDC). However, most of the rest of our portfolio requires some level of system level operation and requires several individual components to be brought together and integrated into a functional solution. The list below is a summary of the components that make up our various solutions. These components are shown in their respective pages in the Price Catalog found in the Pricing upload section. In addition, each component is much more thoroughly described in the Proposal document found in the Additional Document upload section. 1) Fire Station Alerting System (FSAS) IP-based, integrated alerting system for rapid alerts and faster responses 2) Mobile Data Computers (MDC) Purpose-built rugged MDCs for the fire and emergency medical services. Supports simple to complex system designs. 3) 5G/LTE and Satellite Communications Several options to provide connectivity in almost any location 4) LMR-based Mobile Data Network (LMRDN) Another wireless option that can survive or recover from catastrophic events faster than commercial services over a large area. 5) Message Server and Mobile Application This application and server combination provides for incident messaging and vehicle tracking with the communications center. 6) Cloud-Based Message Server This offers a hosted solution to save time and money for smaller agencies. 7) Over-The-Air Updates This offers a method of updating large numbers of MDCs in the field with new files such as maps or configuration data. 8) Professional Services With the wide array of components above, it requires a technical support team to prepare and deliver a fully functional system to the end user's specifications.
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	RadioMobile's vast portfolio of turn-key solutions includes products, systems, or services that could be identified in related subcategories such as: 1) Mobile Data Computers 2) Private land mobile data networks 3) Mobile incident response application software 4) Automatic Vehicle Location (AVL) 5) Over-the-air MDC updating 6) Cloud-based mobile application services

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;		☒ Yes ☐ No	RadioMobile provides a complete Fire and EMS station alerting system including all hardware and software components required for a turn-key system.
74	Dispatch/control room consoles and associated integrated communications equipment;		☒ Yes ☐ No	RadioMobile systems are integrated into the dispatch systems that provide CAD messages in both directions, AVL information on maps, and backup alerting consoles in the event CAD is offline and unavailable to dispatch and alert stations.

75	Wearable or portable communication devices, including biomonitors wearables, alerting or paging systems		☐ Yes ☒ No	RadioMobile has the ability to integrate personal devices to further define locations of resources, however it is not included in the scope of the proposal at this time. It may be added as an off-contract add-on to our other solutions.	*
76	Connectivity and interoperability devices, hardware, and equipment for the connection of communication systems and endpoints, including:		☒ Yes ☐ No	RadioMobile provides a variety of connectivity end points utilizing various wireless networking technology.	*
77		Satellite communications equipment;	☒ Yes ☐ No	RadioMobile offers satellite communications equipment that can be integrated in a mobile data environment to augment other wireless technologies. Through our mobile software product, wireless networks can be switched based on availability and/or data payload.	*
78		Portable and deployable wireless hubs, routers, and networks	☒ Yes ☐ No	RadioMobile has proven the concept of deploying a wireless router in a transportable case to allow operation from an aircraft without having to affect aircraft documentation for electronics or weight and balance.	*
79		Mesh networks and mesh radios	☐ Yes ☒ No	RadioMobile has not offered these devices as part of the overall offer. However, should the opportunity arise, it is a straightforward effort to integrate the technology into the solution.	*
80		Land mobile/broadband radios	☒ Yes ☐ No	RadioMobile offers a variety of wireless technologies to connect fixed assets and mobile fleets to ECCs and other stakeholders. 1) LMR-based mobile data networks typically operate from LMR sites to create a wide area, secure high speed data network (up to 22 kbps). Systems consist of a base station radio with base station controller (full duplex modem) at the site and mobile radios with internal modems in fleet vehicles or fixed locations. 2) Broadband routers from a variety of manufacturers. Each wireless technology is carefully integrated into our solutions to ensure connectivity from nearly anywhere.	*

81		Push to Talk over Cellular (PoC) handsets	☐ Yes ☒ No	RadioMobile does not offer these devices as part of the overall offer. However, should the opportunity arise, we will entertain the effort to integrate the technology into the solution.	*
82		High Power User Equipment (HPUE) for LTE	☒ Yes ☐ No	RadioMobile has provided HPUE devices in the utility segment and has proposed it elsewhere. While not a part of this current offer, it will be considered for off-contract implementation should an entity request it.	*
83	Airborne, marine, and underwater communication systems		☒ Yes ☐ No	RadioMobile has proven the concept of deploying a wireless router in a transportable case to allow operation from an aircraft without having to affect aircraft documentation for electronics or weight and balance.	*

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

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

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

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

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- Documents should NOT have a security password, as Sourcwell 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 Sourcwell.
- Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
- 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](#) - RadioMobile Price Catalog - Feb 2025.zip - Tuesday February 04, 2025 23:35:02
 - [Financial Strength and Stability](#) - RadioMobile Financial Strength and Stability - Feb 2025.zip - Tuesday February 04, 2025 23:27:17
 - [Marketing Plan/Samples](#) - RadioMobile RFP 020625 Marketing Plan - Feb 2025.pdf - Wednesday February 05, 2025 21:27:11
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - RadioMobile Sample Transaction Documents - Feb 2025.zip - Tuesday February 04, 2025 23:33:29
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - RadioMobile RFP 020625 Proposal - Feb 2025.pdf - Wednesday February 05, 2025 21:27:36

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. - Ron Lyons, Director of Sales, RadioMobile, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the 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	☒	4
Addendum_12_Public_Safety_Communications_Eqpt_RFP_020625 Wed January 29 2025 03:09 PM	☒	4
Addendum_11_Public_Safety_Communications_Eqpt_RFP_020625 Tue January 28 2025 01:37 PM	☒	1
Addendum_10_Public_Safety_Communications_Eqpt_RFP_020625 Mon January 27 2025 04:19 PM	☒	1
Addendum_9_Public_Safety_Communications_Eqpt_RFP_020625 Mon January 27 2025 10:15 AM	☒	1
Addendum_8_Public_Safety_Communications_Eqpt_RFP_020625 Tue January 21 2025 09:01 AM	☒	1
Addendum_7_Public_Safety_Communications_Eqpt_RFP_020625 Thu January 16 2025 03:36 PM	☒	1
Addendum_6_Public_Safety_Communications_Eqpt_RFP_020625 Wed January 8 2025 11:08 AM	☒	1
Addendum_5_Public_Safety_Communications_Eqpt_RFP_020625 Fri January 3 2025 03:19 PM	☒	1
Addendum_4_Public_Safety_Communications_Eqpt_RFP_020625 Mon December 30 2024 04:32 PM	☒	1
Addendum_3_Public_Safety_Communications_Eqpt_RFP_020625 Fri December 27 2024 09:56 AM	☒	1
Addendum_2_Public_Safety_Communications_Eqpt_RFP_020625 Tue December 24 2024 01:46 PM	☒	1
Addendum_1_Public_Safety_Communications_Eqpt_RFP_020625 Wed December 18 2024 08:04 AM	☒	1