

RESOLUTION NO. 24-137

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF PORTABLE RADIOS FROM WILLIAMS COMMUNICATIONS, INC. IN THE TOTAL AMOUNT OF \$37,279.00; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE SOURCEWELL CONTRACT GOVERNING THAT PURCHASE.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain proposal between the City and Williams Communications, Inc. relating to the purchase of Portable Radios in the amount of Thirty-Seven Thousand Two Hundred Seventy-Nine Dollars and No Cents (\$37,279.00) in substantially the form **attached** as Exhibit A, and agreeing to be bound by the terms and conditions of the Sourcewell Contract #042021-L3H **attached** as Exhibit B and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 13th day of June, 2024.

CITY OF PANAMA CITY BEACH

By: 
Stuart Tettemer, Mayor

ATTEST:


Lynne Fasone, City Clerk



Bay-PCB Util-P.Quezada-XL95P-MAY24

Please Submit Purchase Orders and Disbursement Orders to: sales@wmscom.com

Williams Communications, Inc | 5046 Tennessee Capital Blvd | Tallahassee, FL 32303

Julie Iron Wolf | jironwolf@wmscom.com

Quote #	SRO0005093	Date	5/9/2024
Customer #	C000000313	Phone	850.233.5050
Contact	Patrick Quezada	Email	pquezada@pcbfl.gov
Client PO#	XL95P Quote	Cell	850.625.7977
Address	Panama City Beach, City Of Attn: Accounts Payable-Leah Bailey 17007 Panama City Beach Parkway Panama City Beach FL 32413	Ship To	Panama City Beach-ICT Attn: Patrick Quezada 206 N Gulf Blvd Panama City Bch FL 32413

COMPANY PROPRIETARY & CONFIDENTIALITY

Description	LIST	QTY	Client Price	Ext. Total
Williams Programming	120.00	10.00	\$120.00	\$1,200.00
Portable-Harris XL95P-7/800 Mhz-Black	2400.00	10.00	\$1,776.00	\$17,760.00
Feature-Harris XL95-Op Load-NFOG Pers	0.01	10.00	\$0.01	\$0.10
Feature-Harris XL95-P25 Phase 2 TDMA	275.00	10.00	\$203.50	\$2,035.00
Feature-Harris XL95-Encryption Lite	0.01	10.00	\$0.01	\$0.10
Feature-Harris XL95-Encryption-1 Key AES	0.01	10.00	\$0.01	\$0.10
Feature-Harris XL95-Encryption-1 Key DES	0.01	10.00	\$0.01	\$0.10
Feature-Harris XL95-P25 Trunking Package	1200.00	10.00	\$888.00	\$8,880.00
Ante-Harris XL95-1/4 Wv Whip-762/870Mhz	45.00	10.00	\$33.30	\$333.00
Battery-L3H XG95P-Li-Ion 3100M-Both CH	155.00	20.00	\$114.70	\$2,294.00
Case-L3H XL95-Black-Nylon-w/Belt Loop	80.00	10.00	\$59.20	\$592.00
Charger-Harris XL95-Desk-1 Bay Tri-Chemi	170.00	10.00	\$125.80	\$1,258.00
Mic-Speaker- L3H-XL95P-Non Ante Port	200.00	10.00	\$148.00	\$1,480.00
Charger-L3H XL95/45-Tri Chem-Desk 6 BAY	920.00	2.00	\$680.80	\$1,361.60
<i>FL DMS Contract-43190000-21-SRCWL-ACS</i>	-	-	-	-
<i>26% off current list price for L3Harris</i>	-	-	-	-
			Shipping & Handling:	\$85.00
			Tax:	-
			Client Total:	\$37,279.00

WCI provides a variety of batteries & chargers for LMR Radios through the Federal NASPO discounted pricing.

May we send you a quote today?

Quote prices good for thirty calendar days. Quote does not include any applicable sales tax.

Custom ordered parts and speciality items are non-refundable. All other items are subject to a 30% restocking fee.

www.wmscom.com | [facebook:Williams-Communications-Inc](https://www.facebook.com/Williams-Communications-Inc)



Solicitation Number: RFP #042021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and L3Harris Technologies Inc., 221 Jefferson Ridge Parkway, Lynchburg, VA 24501 (Vendor).

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Vendor will submit payment to Sourcewell for two percent (2%) multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

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

12. GOVERNMENT DATA PRACTICES

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

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

- 1. Nonperformance of contractual requirements, or
- 2. A material breach of any term or condition of this Contract.

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

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

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor’s commercial general liability insurance policy with respect to liability arising out of activities, “operations,” or “work” performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

22. CANCELLATION

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

Sourcwell

L3Harris Technologies Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 6/17/2021 | 4:21 PM CDT

DocuSigned by:
Lori Rodriguez
By: D346D29262F94A8...
Lori Rodriguez
Title: Principal Contracts
Date: /6/2021 | 8:23 AM CDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: /6/2021 | 8:32 AM CDT

RFP 042021 - Public Safety Communications Technology and Hardware Solutions

Vendor Details

Company Name: L3Harris Technologies
Address: 221 Jefferson Ridge Parkway
Lynchburg, Virginia 24501
Contact: Jamie Scruggs-Hudnall
Email: jamie.scruggs-hudnall@l3harris.com
Phone: 434-455-9216
HST#: 34-0276860

Submission Details

Created On: Friday April 02, 2021 07:42:20
Submitted On: Monday April 19, 2021 16:08:17
Submitted By: Jamie Scruggs-Hudnall
Email: jamie.scruggs-hudnall@l3harris.com
Transaction #: e0f009c1-9075-45b3-ae30-76c705d2c290
Submitter s IP Address: 34.86.225.102

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	L3Harris Technologies, Inc.
2	Proposer Address:	221 Jefferson Ridge Pkwy, Lynchburg, VA 24501
3	Proposer website address:	https://www.l3harris.com/
4	Proposer's Authorized Representative (name, title, address, email address & phone) The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	"Lori Rodriguez Principal, Contracts 221 Jefferson Ridge Pkwy, Lynchburg, VA 24501 Lori.Rodriguez@L3Harris.com 434) 455-9240"
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	"Jack Scully Sales Manager 28811 W. South St Cary, IL 60013 Jack.Scully@L3Harris.com 224) 545-2197"
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	"Jamie Scruggs-Hudnall Proposal Manager 221 Jefferson Ridge Parkway, Lynchburg, VA 24501 jamie.scruggs-hundall@l3harris.com 434-455-9216"

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>"L3Harris Technologies, Inc. is an agile global aerospace and defense technology innovator, delivering end-to-end solutions that meet customers' mission-critical needs. The company provides advanced defense and commercial technologies across air, land, sea, space and cyber domains.</p> <p>Resulting from the merger of Harris Corporation and L3 Technologies in 2019, L3Harris is organized into four business segments: Integrated Mission Systems; Space & Airborne Systems; Communications Systems; and Aviation Systems.</p> <p>In 1895, Alfred Harris disrupted the printing industry problem by creating a faster printing press, establishing the Harris Automatic Press Company in Niles, Ohio. Harris built on that early innovation by evolving in the following decades into an electronic communications provider. As the space race accelerated, Harris acquired Radiation Inc., and became a leader in miniaturized electronic tracking and pulse code technology. After relocating to Melbourne, Florida, in the 1970s, Harris Corporation transformed itself into a global communications and information technology company.</p> <p>L3 Technologies was created in 1997 as L-3 Communications, named for the three initials of founders Frank Lanza and Robert LaPenta in partnership with Lehman Brothers. Lanza and LaPenta previously served in executive roles at Loral Corporation and Lockheed Martin, respectively. L3 was created through the divestiture of business segments following the merger of Lockheed Corporation and Martin Marietta – business segments that had originally been part of Loral Corporation and had been acquired by Lockheed in 1993. Under Lanza's leadership, L3 experienced massive growth through 100+ acquisitions in its first 19 years. The company changed its name to L3 Technologies in 2016 to more accurately describe its wider scope.</p> <p>In 2019, Harris and L3 combined complementary strengths in a merger of equals to form L3Harris Technologies, Inc. L3Harris is an agile global aerospace and defense technology innovator, delivering end-to-end solutions that meet customers' mission-critical needs.</p> <p>L3Harris is committed to be a good corporate citizen and enhancing life in the communities where it has operations. The company contributes employee time and funding to support the California community, with a focus on encouraging STEM education in local schools, as well as supporting veteran's causes and local charities that improve the lives of underprivileged citizens.</p> <p>Core Values: Respect, Integrity, Excellence</p> <p>L3Harris Technologies, Inc. is publicly traded under the stock ticker as LHX on the New York Stock Exchange. "</p>
8	What are your company's expectations in the event of an award?	L3Harris expects to work with any and all Sourcewell users to secure information on L3Harris products and services.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Annual reports for 2019, 2019 and 2020 are being provided as attachments to our proposal response.
10	What is your US market share for the solutions that you are proposing?	\$435 Million
11	What is your Canadian market share for the solutions that you are proposing?	\$15 Million
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>"L3Harris is best described as a manufacturer and service provider. L3Harris Technologies, Inc. (L3Harris) is an American technology company, defense contractor and information technology services provider that produces C6ISR systems and products, wireless equipment, tactical radios, avionics and electronic systems, night vision equipment, and both terrestrial and spaceborne antennas for use in the government, defense, and commercial sectors.</p> <p>L3Harris has a network of 184 resellers servicing all 50 states in the United States and Canada, organized into four Regional Centers of Excellence. The L3Harris Regional Centers of Excellence business model leverages our highly competent business partners in building and servicing an extensive network of sales and service providers, allowing us to significantly increase Sourcewell's presence in the marketplace. Dealers work directly with their L3Harris Regional Center of Excellence to always have the latest information available and to procure products for their customers.</p>

14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	See MN Confirmation Letter in attachments
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Commonwealth of PA – Starting in 1996, Harris' predecessor, M/A-COM Inc., a subsidiary of Tyco Electronics, worked jointly with the Commonwealth of PA and installed the PA-STARNet statewide radio network for the Commonwealth. M/A-COM was also the maintenance provider for the statewide network. Harris Corporation purchased the PSPC business from Tyco Electronics in May 2009. The Commonwealth – Harris maintenance contract was not renewed at the end of the contract term in September 2015. The Commonwealth subsequently reviewed the performance by Harris and its subcontractors under the maintenance contract for the 2012-2015 time period. Harris fully cooperated with the Commonwealth during its review but disagreed with some of the review conclusions. The Commonwealth and Harris also disagreed regarding the performance by Harris of certain grounding work at several sites in the statewide radio network. The Commonwealth brought an administrative action against Harris in February 2018. The parties settled the matter in May 2018 and resolved the review differences and grounding issues. As part of the settlement, L3Harris agreed to certain limited sales restrictions. Settlement terms are confidential, but L3Harris has already completed re-performance of the grounding work.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	"America's Largest Public Companies 2018 Best Employers for New Grads 2018 America's Largest Public Companies 2018 Best Employers for Diversity 2019 America's Best Employers By State 2019 Global 2000 2019 America's Best Employers By State 2020 Global 2000 2020 Fortune 500 – 2020 Bloomberg Gender – Equality Index 2020 Forbes 2020 World's Best Employers Forbes 2020 The Best Employer for New Grads Forbes 2020 America's Best Employer for Veterans America's Best Employers 2021 100 Best Companies to Work For – 2021 Fortune's 100 Best Companies to Work For 2021 Bloomberg Gender – Equality Index 2021 Best Places to Work for LGBTQ Equality per Human Rights Campaign Foundation 2021 Fortune's World's Most Admired Companies 2021 2021 Readers' Choice Top 50 Employer for the disabled 2021 Readers' Choice Top 50 Employer per Minority Engineer Magazine Certified (2020-2021) Great Place To Work®"
17	What percentage of your sales are to the governmental sector in the past three years	"CY2018 - 13% CY2019 - 23% CY2020 - 11%"
18	What percentage of your sales are to the education sector in the past three years	L3Harris does not separate education as it's own sector within our business.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	" Florida SLERS - \$1M, \$1.7M, \$1.2M HGAC Direct - \$174K, \$820K, \$903K HGAC Indirect - \$778K, \$828K, \$4.8M Denver MPO - \$1.2M, \$816K, \$77K ACE - Army CONUS - \$6.6M, \$18K, \$25K Virginia, Commonwealth - \$411K, \$162K, \$190K South Carolina - \$281K, \$721K, \$1M New Jersey, State - \$83K, \$104K, \$74K Los Angeles, County of - \$231K, \$11K, \$39K NPP/GPO - \$8K, \$90K, \$96K Alabama, State - \$8K, \$114K, \$41K New York OGS - \$153K, \$5K, \$116K Maryland, State - \$0, \$0, \$162K Mississippi EPL - \$9K, \$407K, \$1K Arizona, State - \$42K, \$0, \$34K North Carolina - \$6K, \$0, \$34K Pennsylvania 2 Way Radio - \$28K, \$17K, \$1K NASPO - \$3.8M, \$1M, 720K IDIQ E60QD-204747/001/QD - \$1M (2020) IDIQ M7594/001/QD - \$2.5M, \$841K, \$95K"
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	"GSA 2018 - \$10.6M 2019 - \$11.3M 2020 - \$3.3M "

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Broken Arrow	Mark Ketchum	918-259-2400
Henderson County	Judge Wade McKinney	903-675-6120
Durham Regional Police	Steve Orr	647-988-2003

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
N/A	Government	Rhode Island - RI	P25 Radio System (Several Bases)	Large	\$52M
N/A	Government	District of Columbia - DC	P25 Radios	Large	\$26M
N/A	Government	Nevada - NV	P25 Radio System	Large	\$90M
N/A	Government	Utah - UT	P25 Radio System	Large	\$67M
N/A	Government	Florida - FL	EDACS Radio System	Large	\$55M

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
23	Sales force.	"To increase sales, Sourcewell's team will work closely with a L3Harris sales representative and marketing team to "remarket" Sourcewell's services through eblasts, flyer distributions, and a funding page on L3Harris.com. As each L3Harris sales representative handle growing their territory, we will share Sourcewell's resources develop sales to become a powerful customer-facing extension of Sourcewell. Any co-branded flyers and sales collateral will be placed on a funding page on L3Harris.com. If awarded the Sourcewell contract, L3Harris and Sourcewell will collaborate to engage and train our nationwide network of channel partners on Sourcewell and overall best practices when representing Sourcewell's products and services. "
24	Dealer network or other distribution methods.	Our robust indirect channel network includes 4 Regional Centers of Excellence and 184 dealers throughout North America.
25	Service force.	The L3Harris Dealer network includes over 1000 service technicians across the United States and Canada.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	"The L3Harris Dealer provides local service support for programming and configuring our terminal products (radios), including same-day response in the event of a failed radio. Customers normally maintain 5-10% spare radios, and either work with the local Dealer, or have one or more of their employees take L3Harris training, to provide System Administration services. When a radio needs servicing, the Dealer or Customer System Admin contacts the L3Harris Customer Care Center to initiate the Returned Material Authorization (RMA) process. They then configure a spare for the affected user and send the failed radio to an L3Harris' Depot Repair Facility. The radio is returned to the customer after repair and place into spares stock."
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	The L3Harris Direct and Indirect Sales network can reach all Sourcewell participating entities across the United States. We encourage our Sales Force to proactively contact and engage customers in product demonstrations and other hands-on methods to prove to themselves that L3Harris products provide more value and higher performance. See our L3Harris Qualifications document referenced as an attachment to our submittal for an overview and capabilities of L3Harris products and services.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	The L3Harris Direct and Indirect Sales network can reach all Sourcewell participating entities across Canada. We encourage our Sales Force to proactively contact and engage customers in product demonstrations and other hands-on methods to prove to themselves that L3Harris products provide more value and higher performance. See our L3Harris Qualifications document referenced as an attachment to our submittal for an overview and capabilities of L3Harris products and services.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	L3Harris has the capability to serve any geographic area of the United States and/or Canada.
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	L3Harris has the capability to serve all participating entity sectors.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	L3Harris does not have any specific contract requirements or restrictions that apply to Hawaii, Alaska or the US Territories.

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	L3Harris and Sourcewell will collaborate to officially announce the award through a release distributed to leading outlets within our customer verticals. Marketing efforts will follow Sourcewell's procedures in marketing company products and services. L3Harris will share the announcement and leverage Sourcewell's marketing resources with our direct and indirect sales teams throughout North America. Annually, Sales and Marketing will leverage opportunities to message Sourcewell features and benefits including adding links and information to our website, newsletters and marketing collateral. Some examples of our marketing materials can be found at: l3harris.com and l3harris.com/all-capabilities/public-safety-funding-and-grants.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	L3Harris will expand their funding page on L3Harris.com to host approved co-branded messaging, a co-branded Sourcewell marketing resource and a link to the Sourcewell webpage designated to direct customers and potential customers to take action or seek additional information.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	"If awarded the Sourcewell contract, L3Harris and Sourcewell will collaborate to engage and train our nationwide network of channel partners on Sourcewell and overall best practices when representing Sourcewell's products and services. L3Harris has a network of 184 dealers servicing all 50 states in the United States and Canada, organized into four Regional Centers of Excellence. The L3Harris Regional Centers of Excellence business model leverages our highly competent business partners in building and servicing an extensive network of sales and service providers, allowing us to significantly increase Sourcewell's presence in the marketplace. Dealers work directly with their L3Harris Regional Center of Excellence to always have the latest information available and to procure products for their customers. L3Harris and Sourcewell will collaborate to engage and train our North American network of field sales and channel partners about Sourcewell and overall best practices when representing Sourcewell's products and services."
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The L3Harris e-procurement process cannot be utilized for special pricing (ie. IDIQ's).

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	The 2021 Technical Training Catalog included in our offering describes all of our training services and includes pricing. Our training uses a blended approach comprised of traditional classroom instruction conducted on site or at our Technical Training Center in Lynchburg, Virginia, virtual classroom (live, instructor-led training over the Internet) training, and asynchronous (self-paced, web-based) training. This approach provides our customers with flexibility in purchasing a training solution that fits their needs and budget.

<p>37</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>L3Harris is a proven global leader in the public safety industry that delivers high-tech mission-critical solutions to meet the customers' needs. We leverage technological synergies from tactical and military domains providing the best state-of-the-art benefits to our customers in terms of reliability, durability, and security.</p> <p>VIDA Network Architecture</p> <p>The new L3Harris' Voice, Interoperability, Data, and Access (VIDA) services platform is a fully integrated solution providing unified, interoperable communications for voice, data, and applications across a multitude of technologies ranging from Land Mobile Radio (LMR) narrowband to LTE broadband data networks. The platform offers high availability and redundancy, improved situational awareness, protection against threats, and improved data management.</p> <p>The latest L3Harris' Voice, Interoperability, Data, and Access (VIDA) network solutions are revolutionizing the way critical communications users view their network. These solutions do not limit users to a single radio access technology with the inevitable tradeoffs in coverage, cost, and features. Instead, the VIDA network architecture supports selected technologies on one common network that meets all user groups' diverse operating needs on the system.</p> <p>Best LTE radios in the market – XL-200P, XL-185P</p> <p>With a proven track record of Land Mobile Radios and battle-tested military tactical radios, Harris offers a wide variety of P25 subscriber products to meet every user's needs. All models share common attributes – ruggedness, reliable communications, ease of use. Our XL-185P and XL-200P are the only radios in the market capable of secure, true P25 communications over Land Mobile Radio (LMR), Wi-Fi, and LTE.</p> <p>BeOn – Unique PTT solution connecting users outside boundary lines</p> <p>Harris BeOn is the best-selling and unique push-to-talk solution in the public safety market. BeOn® extends Land Mobile Radio (LMR) Push-to-Talk (PTT) communication services to users on commercial cellular and private LTE broadband networks. BeOn solution can deliver voice communication services to subscribers as Voice-over-IP data packets using wireless broadband IP data services. It enables subscribers such as smartphones, tablets, or PC users on a 3G or 4G cellular, Wi-Fi, or Public Safety LTE network to communicate with LMR users.</p> <p>Symphony Dispatch Console – Most reliable, powerful and customizable in the industry</p> <p>The Symphony Dispatch Console represents the next generation of dispatching with an intuitive user interface and the ability to support mapping, video, and CAD applications. The graphical user interface designed by the users is highly customizable, enabling the users to arrange their most complex dispatch functions through a logical interface to increase productivity. Patented Baton application displays 95% of Symphony functionality only using 10% of the screen space.</p> <p>Mission Critical Alliance (MCA)</p> <p>The Mission Critical Alliance is a partner program that enables L3Harris to collaborate with organizations that offer applications, hardware, and services that are tested and validated for interoperability with L3Harris solutions. The alliance provides the ability to leverage the industry's best system solutions to fill the technological gap, taking away risk, time, and expenses out of customer driver integration.</p> <p>Our Chosen MCA Partners</p> <ul style="list-style-type: none"> • Adashi System, LLC – on-scene collaborative situational awareness • Catalyst Communications – IP-Based Push-To-Talk communications • Centerity Systems, Inc - Command dashboard across network assets • Cradlepoint - Enterprise routing at the edge • Drakontas™ - Agencywide critical collaboration tool for emergency management • Exacom™ - Seamless voice and data recording solution • FirstNet® - Built with AT&T, FirstNet is the nationwide public safety broadband network, services and solutions • GE® Power - Outage management and response • Live Earth - Real-time data feeds in a single visual platform • Mcmtech™ - Optimized management of mission-critical assets • Realwear, Inc.™ - Hands-free voice, data, and Situational Awareness • Samsung - Android™ devices for Public Safety • TRX Systems, Inc. - Track and locate First Responders indoors • Tyler Technologies - Next Generation 911 Computer Aided Dispatch • Unication - P25 Voice Pagers • Vintra, Inc. - Actionable video intelligence • Zetron® - Dispatching and alerting platforms
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38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>L3Harris Environmental Sustainability program https://connect.l3harris.com/sites/policies/Policies/EHS-07.pdf</p> <p>L3Harris incorporates the numerous waste prevention/ recycling corporate-wide initiative:</p> <ul style="list-style-type: none"> • Recycling of paper, plastic, metal, electronic scrap, batteries, bulbs, oils. • Use of green cleaning products. • Tracking all electric, water, waste, recycle, haz waste for each site in our Gensuite program. • Use of recyclable packing material in cardboard stars and plastic air bags • Providing electronic training materials to the customers in order to curtail the use of paper products.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	The L3Harris contracting plan for women and small business entities has been attached to the proposal in section WMBE/MBE/SBE or Related Certificates.

<p>41</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>"The L3Harris provides the superior solution that outlines the following benefits:</p> <p>Local Presence and Cost of Investment: L3Harris has contracted and is currently implementing multiple systems within the region. Some examples are - Alberta First Responder Radio Communication System (AFRRCS), Miami-Dade County, Florida, Joint National Capitol Region, Alliant Energy, State of Delaware, American Electric Power, Mountain Home Air Force Base, and others. L3Harris products and equipment are also available to be procured through our authorized distribution channels all across North America.</p> <p>Partnering with L3Harris gives the agencies the lowest lifecycle costs, especially when comparing the capabilities, robustness, and reliability to others in the industry.</p> <p>Interoperability: L3Harris provides multifaceted interoperability solutions to support and connect multiple agencies and vendors across systems and communication standards through Network First Gateway, Encompass Gateway, BeOn®, and P25 Inter RF Sub System Interface (ISSI).</p> <p>Reliability, Outstanding Value – The new P25 system solutions are designed to minimize single points of failure. Geographically split Network Switching Centers provide redundancy and survivability. Non-proprietary, commercial-off-the-shelf (COTS) equipment provides ease of replacement.</p> <p>Redundancy: The L3Harris Geo-Separated Redundant VIDA solution is unmatched. The failover rates are the fastest in the world. First Responders using L3Harris P25 solutions know when they key up, they will be heard. Both VIDA cores run simultaneously in different geographic locations, listening to everything on the system. If one of the cores is compromised, the other core takes on the load without skipping a beat. The solution has been tested time and time again during catastrophic events, with full success. In the event both cores are compromised, each site can retain communication integrity with autonomous trunking.</p> <p>Innovative High-Tech Solutions: L3Harris technology approach is one of the innovative and future-ready solutions designed from valuable ideas and opinions of first responders and dispatchers. In addition to our ability to connect our systems to FirstNet, the proposed BeOn Push-to-Talk P25 application will serve the customer's communication needs today and in the coming years. The use of an XL portable radio, either full spectrum or single-band, extends the coverage anywhere in the world by connecting to Wi-Fi, LTE or FirstNet, including inside buildings such as schools or hospitals.</p> <p>Harris infrastructure can seamlessly operate between Phase 1 and Phase 2 with no additional software or hardware changes.</p> <ul style="list-style-type: none"> - Enhanced Dynamic Dual Mode (EDDM) – The mixed-mode functionality of Harris P25 infrastructure will allow the use of channels in P25 Phase 1 or P25 Phase 2 mode of operation. Base station channels change between Phase 1 and Phase 2 mode on the fly as each call is established depending on the radios' capability involved in the call. - Digital Audio Clarity – Harris P25 systems feature the Advanced Multi-band Excitation (AMBE+2™) vocoder, the next generation of P25 Phase 1 Improved Multi-band Excitation (IMBE) vocoders. The AMBE+2™ vocoder replicates human speech better than previous vocoders and at about a third of the bit rate required for P25's IMBE. This results in better voice quality, better speaker recognition, and improved system throughput."
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Table 9: Warranty

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	L3Harris warrants that that hardware and installation services furnished by L3Harris will be free from defect in material and workmanship for one (1) year upon the system acceptance date for infrastructure equipment and two (2) years upon the system acceptance date for subscriber units.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no standard usage restrictions or other limitations pertaining to the warranty that may adversely affect coverage. Exclusions to the standard warranty for abuse, neglect, excessive wear and tear are delineated in the maintenance agreement, but do not affect coverage.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The Depot Repair and Return service covers the cost to fix covered equipment at L3Harris or other third-party manufacturer's factories. This service is part of our standard warranty and is a premium service during the maintenance periods. The L3Harris Depot Repair and Return facility is ISO 9001:2015, UL, and Factory Mutual certified. Master technicians using state-of-the-art test equipment verify that all repairs meet or exceed prescribed specifications. The equipment to be repaired under standard warranty must be shipped to L3Harris' Depot facility where it is repaired and shipped back to the customer.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	L3Harris maintains a number of Authorized Service Centers (ASCs) throughout the country. These centers are staffed with L3Harris-trained personnel who can maintain your vital communications equipment while under warranty, as well as provide post-warranty maintenance. Each ASC is backed by the L3Harris nationwide ASC network, who can provide supplemental service during a catastrophic event, if required. Our ASCs commit to providing outstanding customer service and ensure peak performance of the communications system to meet the needs of first responders and the community.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Third-party original equipment manufacturer (OEM) equipment and services are covered as described in the System Purchase Agreement. Throughout the entire warranty and contracted maintenance periods, L3Harris will act on behalf of Sourcewell to coordinate and settle warranty issues with third-party equipment and software companies. As part of the final acceptance, any remainder of warranty from a third-party vendor transfer to Sourcewell. If any third-party manufacturer warranty period is greater than one-year, we will recognize that OEM warranty for the specified equipment.
47	What are your proposed exchange and return programs and policies?	The Factory Repair and Return Depot in Lynchburg, Virginia provides a complete range of repair for all L3Harris equipment both in warranty and post-warranty. If an item is out of warranty and cannot be repaired economically, the customer will be contacted for disposition instructions or replacement authorization. If the item is in warranty and cannot be repaired, it will be replaced at no charge in accordance with the warranty provisions associated with the original sale of the item.
48	Describe any service contract options for the items included in your proposal.	There are a number of premium warranty services available for purchase, including: <ul style="list-style-type: none"> - 24x7 Phone Support - Software Update Service - Expedited Depot Repair - 24x7x365 Rapid Response - Asset Management - CyberSecurity Assessments - Network Monitoring

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Net 30
50	Describe any leasing or financing options available for use by educational or governmental entities.	L3Harris offers financing solutions provided by regional financial partners for qualified customers and end users acquiring L3Harris equipment and services.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>"Customers can purchase either directly from L3Harris or from our dealer channel by issuing a purchase order to PSPC_CustFocus@L3Harris.com referencing the contract purchasing vehicle for pricing and terms and conditions. If a quote is needed prior to purchase, it may be obtained via request to PSPC_Quotes@L3Harris.com.</p> <p>Telephone U.S. and Canada: 1-800-368-3277 International: +1-434-385-2857 E-mail U.S.: PSPC_CustomerFocus@L3Harris.com International: PSPC_IntCustFocus@L3Harris.com Federal: PSPC_FedCustFocus@L3Harris.com Fax 1-321-409-4393</p> <p>Once customers are ready to place their order, this can also be completed by submitting a purchase order via standard mail, fax, or email. Phone orders are accepted for customers purchasing \$5,000 or less of equipment and paying by credit card. Once orders have been placed, customers can work with their Customer Care Center (CCC) team members by phone, fax, or email to obtain updates on the processing and shipment of their order. L3Harris provides order confirmations to our customers once orders have been placed and tracking services are available once the materials have been shipped and are in the hands of our carriers.</p> <p>In addition to email communication; web-based tools, forms, and applications are utilized to help service our customers in the most efficient manner possible. For example, customers can request a return by completing a form online, which is submitted directly to the CCC for review and processing. Customers can track their shipments online from our website 24 hours a day, 7 days a week. Additionally, L3Harris utilizes ServiceBench for online product registration.</p> <p>L3Harris runs monthly/quarterly sales reports and can provide these reports to Sourcewell on a quarterly basis. Management reviews sales on a quarterly basis.</p> <p>Telephone Assistance L3Harris' Public Safety and Professional Communications – toll free 1-800 service line for our customers 8 a.m. – 8p.m. Eastern Standard Time with voicemail available after hours. Customers have direct access to the Customer Care Center for order development and placement. Customer service representatives are available to assist with the configuration of L3Harris products in addition to quoting, order placement, order status and order tracking. Customer Care Center toll free number: 1-800-368-3277 Option 9."</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We can accept P-Card's as Credit card transactions. Payments over \$10K via this process there is a 3% fee charged, under \$10K is no charge.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Please refer to the current L3Harris catalog for products and pricing.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	L3Harris will offer 26% off of current catalog list price for all L3Harris equipment. No discounting is available on services or third-party equipment.
55	Describe any quantity or volume discounts or rebate programs that you offer.	L3Harris may offer additional discounting based upon volume discounting or current promotional offerings.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	All 3rd party equipment or services will be quoted upon request.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	For system purchases, additional costs will be incurred for staging of equipment and associated services.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight will be calculated at time of order shipment.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight forwarding services are available. Please contact the Customer Care Center to request a quote.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	For detailed discount pricing, refer to our attachment within the Pricing section.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	L3Harris has multiple auditing processes, including self-audit checklists, peer reviews, and random sampling audits. In addition, L3Harris references individual contract agreements such as Sourcewell in each sales order. Using this reference, L3Harris runs monthly/quarterly sales reports and can provide these reports to Sourcewell on a quarterly basis.
63	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Management reviews sales on a quarterly basis.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Our typical administrative fee is 1%-2% of contract sales

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

Line Item	Question	Response *
65	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The 2021 Products and Services catalog and 2021 Training Catalog included as part of this proposal describe all the products, equipment, and services offered.
66	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please refer to the 2021 products and services catalog and 2021 training catalog - table of contents, to iterate through the subcategories of equipment and services offered.

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

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

Line Item	Category or Type	Offered *	Comments
67	Fire or EMS station alerting or paging systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	"Yes. The products and services to support the Fire/EMS/Paging system are provided in the 2021 Product and Services Catalog. However, please reach out to the L3Harris technical solutions team to design a complete system that best meets the individual Sourcewell agency's needs."
68	Connectivity and interoperability devices, hardware and equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	"Yes Please refer to Table 15 for more information."
69	Airborne, marine, and underwater communication systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	No
70	Services related to lines 67, 68 and 69 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	"Yes Please refer to the 2021 product and services catalog for services offering and pricing."

Table 15: Industry Specific Questions

Line Item	Question	Response *
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71	Describe the interoperability of your products and services with other equipment, software, and systems, as applicable	<p>L3Harris offers a variety of solutions to support multi-level interoperability:</p> <ul style="list-style-type: none"> - Interoperability Gateway (Network First Gateway) — Provides the most basic level of interoperability. It permits system-level audio connectivity with legacy trunked and conventional analog radio systems, regardless of manufacturer or frequency band via 4-wire E&M. - DFSI – A standards-based interface permits direct interoperability with P25C stations. - P25 Inter RF Sub System Interface (ISSI) – Permits interoperability with neighboring P25 systems. Automatic roaming and a full suite of industry-standard features provide ease of use for field users. - BeOn® – Harris' unique Push-to-Talk (PTT) communications solution runs over commercial cellular broadband, including 3G/4G, Wi-Fi, and LTE. It allows State's radio users to extend their PTT communications from a regional system to a nationwide footprint over commercial cellular networks.
72	Describe how your products and services integrate with other communications and technology components (e.g., CAD, RMS, LMR, etc.)	<p>"L3Harris supports multiple vendors/ agency interoperability across LMR, LTE, and Wi-Fi standards through various standard product offerings - Network First Gateway, Encompass Gateway, BeOn®, and P25 Inter RF Sub System Interface (ISSI).</p> <p>L3Harris StatusAware application integrates with CAD/AVL to provide real-time GPS locations, status, group affiliations, and situational awareness information. Exacom Hindsight Recorder, Tritech CAD, Hexagon CAD, IDA/Trackit, FATPOT CAD, Southern Software, Tyler Technologies, GlobalFlyte, Superior are some of the CAD vendors who have completed/ planned integrations into L3Harris StatusAware services. New CAD vendors can subscribe to the L3Harris StatusAware service by receiving API interface Spec upon signing Non-Disclosure Agreement (NDA) and developing an XMPP (derived from XML) interface to the spec. Once the interface is developed, L3Harris offers remote testing and final validation in the lab.</p> <p>Situational Awareness Mapping powered by Live Earth is a real-time interactive data visualization solution for command centers. It securely manages data from multiple sources, including geolocation, presence information of LMR units, transportation, traffic, weather, and many more. StatusAware server integrates with the Live Earth mapping solution to collect and send location, status, and other information from P25 radios and BeOn clients."</p>

73	Describe how your products and services conform to applicable industry standards and required specifications.	<p>" As an active member of P25 and TIA standards committees, L3Harris has committed significant resources to develop P25 technical standards and P25 compliant systems and products for the critical communications marketplace. The L3Harris laboratory in Lynchburg, Virginia, is one of the NIST-approved labs for both P25 CAP performance testing and P25 CAP interoperability testing. L3Harris has tested its base stations/repeaters and subscriber radios as well as many vendor subscribers' radios for performance and interoperability as a part of the P25 CAP Testing. For each piece of P25 equipment that successfully passes and meets the P25 standards, L3Harris publishes a Supplier's Declaration of Compliance (SDoC) report that gets reviewed and approved before being accepted by the Department of Homeland Security (DHS) as P25 Compliant. All P25 CAP approved products are listed on the following website: https://www.dhs.gov/science-and-technology/approved-grant-eligible-equipment</p> <p>A number of features offered on L3Harris the catalog are proprietary as they are not encompassed in P25 Standards:</p> <p>In-Band GPS With the new SR10A.4 Core, users with L3Harris XG or XL subscriber radios equipped with GPS can transmit location/GPS position information with each PTT. The data transmission does not require a separate P25 data channel or P25 data call to deliver the information, because L3Harris is able to embed the GPS information on the voice call during a PTT. In addition, the radio will transmit position during an emergency declaration without the need for a separate PTT. In-band GPS is a system and radio capability in addition to Tier II GPS services supported by P25 standards-based radios with GPS.</p> <p>Unit Dynamic Regrouping Under certain emergency conditions or other unusual operational conditions, it may be necessary to have a set of radios communicate in talkgroups that depart from the normal procedure. When such conditions occur, it is possible to reconfigure select user radios to operate in a talkgroup structure better suited to the operational need. The P25IP system has this capability via Dynamic Regrouping. This feature allows the system administrator to override a user's selected talkgroup and reconfigures the users "regrouped" radio to utilize a new set of talkgroups. Regrouping plans are predefined and then executed as needed. However, regroup plans are initiated as needs dictate. With execution of a regroup plan, all members of the regroup receive the regrouping message over the air.</p> <p>ProFile – Over-the-air-programming (OTAP) Many fleet management activities are achievable through data messages over the P25 system, which prevents the high cost and lost productivity of bringing radios to the radio shop. Over-the-air programming is the ability to add new types of services to a subscriber unit by using the wireless network instead of requiring the customer to bring in the radio for reprogramming. L3Harris' P25 Over-the-Air Programming (OTAP) solution allows users to broadcast a new radio personality over the air to a radio in the field. OTAP is a software solution for customers that have a large number of radios or radios that need personalities modified on a regular basis. The ProFile feature provides the capability to read and write P25IP radio personalities over the air. If a large number of radios require updating, it is possible to schedule these activities during off-peak hours to minimize the impact on system resource availability for high priority voice calls.</p> <p>TextLink TextLink is an IP-based application that enables portable and mobile radio users to receive, display, and respond to text messages sent between any combination of authorized radios and consoles on P25 systems. Host computers (e.g., a dispatch console, CAD system) can exchange text messages of up to 200 bytes with P25 radios. Similar in function to current Short Message Service (SMS) on commercial cellular networks, TextLink meets public safety requirements.</p> <p>Tracker Tracker is a stand-alone situational awareness software package that is currently being used in some military facilities. L3Harris Tracker applications are BeOn and StatusAware."</p>
74	Describe your use of installation or service partners, if applicable.	N/A

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - L3Harris Financial Strength and Stability - Financial Reports RFP# 042021.pdf - Monday April 19, 2021 10:46:41
 - [Marketing Plan/Samples](#) - L3Harris Marketing Plan Response RFP #042021.zip - Monday April 19, 2021 10:50:22
 - [WMBE/MBE/SBE or Related Certificates](#) - L3Harris WMBE MBE SBE or Related Certificates Response RFP #042021.zip - Monday April 19, 2021 12:03:14
 - [Warranty Information](#) - L3Harris Warranty Response RFP# 042021.pdf - Monday April 19, 2021 10:44:35
 - [Pricing](#) - L3Harris Pricing Response RFP #042021.zip - Monday April 19, 2021 12:04:55
 - Upload Additional Document (optional)

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Lori Rodriguez, Contracts Manager, L3Harris Technologies, Inc.

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

Yes No

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

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

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