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MASTER AGREEMENT # 020625
CATEGORY: Public Safety Communications Technology and Hardware Solutions
SUPPLIER: Rescue 42, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rescue 42, Inc., 370 Ryan Ave., Suite 120, Chico, CA 95973 (Supplier).

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

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

Article 1:
General Terms

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

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

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

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 24, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

   1. **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #020625 to Participating Entities. In Scope solutions include:

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

      a. In-station Public Safety alerting or paging systems;
      b. Dispatch/control room consoles and associated integrated communications equipment;
      c. Wearable or portable communication devices, including biomonitoring wearables, alerting or paging systems;
      d. Connectivity and interoperability devices, hardware, and equipment for the connection of communication systems and endpoints, including:
         i. Satellite communications equipment;
         ii. Portable and deployable wireless hubs, routers, and networks;
         iii. Mesh networks and mesh radios;
         iv. Land mobile/broadband radios;
         v. Push to talk over Cellular (PoC) handsets; and,
         vi. High Power User Equipment (HPUE) for LTE; and,
      e. Airborne, marine, and underwater communication systems.

   2. Complimentary equipment, accessories, and services directly related to the offering of systems or solutions described in subsections 1. a. – e. above.

7) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

8) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

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9) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

10) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

11) **Open Market.** Supplier's open market pricing process is included within its Proposal.

12) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

13) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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

15) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2:
Sourcewell and Supplier Obligations

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

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

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

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

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

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

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7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

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15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

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

    c) **Use; Quality Control.**
        i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

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ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

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

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person

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

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

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

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

Article 3:
Supplier Obligations to Participating Entities

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

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

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2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

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Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 7/22/2025 | 2:00 PM CDT

Rescue 42, Inc.

Signed by:
Amy Velazquez
E7311211FB3B410...

By: _____
Amy Velazquez
Title: President

Date: 7/22/2025 | 1:45 PM CDT

Docusign Envelope ID: 1D2E4AD7-E6D9-4CC8-842C-3C9DA422024D

RFP 020625 - Public Safety Communications Technology and Hardware Solutions

Vendor Details

Company Name:	Rescue 42, Inc.
Address:	370 Ryan Ave Suite 120 Chico, California 95973
Contact:	Lori Bradbury
Email:	deployables@rescue42.com
Phone:	530-891-3473
Fax:	530-891-9255
HST#:	68-0353309

Submission Details

Created On:	Friday December 27, 2024 12:33:07
Submitted On:	Thursday February 06, 2025 14:55:45
Submitted By:	Lori Bradbury
Email:	deployables@rescue42.com
Transaction #:	060ae0e9-783a-4090-8735-abc3595d68a9
Submitter's IP Address:	147.243.244.113

Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Rescue 42, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	None	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity ID: N13JF4LCDGK8 CAGE/NCAGE: 48AR8	*
5	Provide your NAICS code applicable to Solutions proposed.	517410 237130 334210 334290 334220	
6	Proposer Physical Address:	370 Ryan Ave. Suite 120 Chico CA 95973	*
7	Proposer website address (or addresses):	www.rescue42.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Amy Velazquez President amyv@rescue42.com 530-781-5506	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Amy Velazquez President amyv@rescue42.com 530-781-5506	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tim O'Connell CEO tim@rescue42.com 530-520-2346	*

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

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Rescue 42 was founded in 1995 by Tim O'Connell, a former U.S Navy Nuclear Engineer on Fast-Attack Submarines and California Firefighter. The original purpose was to manufacture proprietary Fire/Rescue equipment, which we still do to this day. During subsequent product development Rescue 42 developed a proprietary payload transport and delivery system and has several patents on the same. Rescue 42 then developed this proprietary solution into a satellite deployment solution and then portable cell tower solution called a "Deployable", which we named "CRD™", short for Compact Rapid Deployable. AT&T became interested in 2019, and since then Rescue 42 has been under contract with AT&T as the "Sole Source" manufacturer of all Deployables for the United States Government-Owned and AT&T-administered dedicated Public Safety cellular network called FirstNet®. AT&T renewed the contract in January 2025 to add new classes of Public Safety Deployables to the Rescue 42 contract (i.e. miniature/suitcase sized CRDs), CRDs in the AT&T Enterprise/Commercial band for Public Safety and all other AT&T customers including Education customers who are not on FirstNet, and extended the future of the contract to "Open/Unlimited" with no termination date. Rescue 42 also worked with AT&T to develop (for the first time in history) CRDs that could actually be owned and deployed by Public Safety customers. This COAM (Customer Owned And Managed) concept is now written into the official US Government Public Safety Strategic Communications Plan called the "FirstNet Authority Roadmap" https://www.firstnet.gov/sites/default/files/Roadmap_2023.pdf. Rescue 42 has supplied FirstNet CRDs to FEMA, FBI, US Secret Service, US Supreme Court, US Senate & Congress, US Forest Service, the White House, US Customs & Border Patrol, BLM, AMR, CalFire, Florida EMA, and innumerable other Federal, State and Local Public Safety agencies, and will continue to do so. An internet search for FirstNet CRD will show that the CRD is the poster child for both AT&T FirstNet (FirstNet.com) and the US Government agency that oversees FirstNet called the FirstNet Authority (FirstNet.gov). A large mural of the CRD adorns the wall of the lobby of the AT&T headquarters in Dallas. AT&T is now working with Rescue 42 on implementing new technology improvements into the CRD to make it the sole-source FirstNet Deployable for many years to come both for AT&T use and Customer-Owned use. Rescue 42 also manufactures these same types of Deployables for AT&T Non-FirstNet Federal, Public Safety and SLED customers, Verizon Federal, Public Safety and SLED customers and will soon manufacture the same for T-Mobile Federal, Public Safety and SLED customers. Rescue 42 business strategy has always been to focus on Public Safety. Being Public Safety providers ourselves, we provide 24/7/365 phone/internet support for these customers with the mantra of doing whatever is needed to support them. Rescue 42 maintains a national field staff to support Public Safety with sales support, on-site training, on-site maintenance if needed, and educational conference support. Referencing longevity, Rescue 42 is 30 years old and growing faster than at any time in our history. Our future is bright as the inventor of the newly emerging field of Customer-Owned cell towers and the primary manufacturer of products in this field. Rescue 42 is a Federally Certified Service-Disabled Veteran-Owned Small Business (SDVOSB) and California Certified Service-Disabled Veteran Business Enterprise (DVBE).	*
12	What are your company's expectations in the event of an award?	In the event of an award, Rescue 42 will partner with Sourcewell and promote our proprietary critical-use cellular communications systems in the Government, Education and Public Safety sectors to provide an enhanced quality of service for both Sourcewell's membership and Rescue 42's customers. Rescue 42's expectation is to continue our strategic partnership with Sourcewell through successful contract promotion from both parties.	*

13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	We have been in business for 30 years under the same management. Because of the immensely critical role that Rescue 42 fulfills as the sole-source manufacturer of the FirstNet Deployables, AT&T was concerned about our financial stability and survivability. They subject us to an extremely detailed evaluation each year by a professional third-party evaluation company called Rapid Ratings. The paragraph from their letter states: "Our proprietary risk model is entirely reliant upon quantitative inputs and it is for this reason that we are requesting to receive your financial statements. In doing so, our reports have proven to be more accurate and predictive than other ratings agencies, and our system can be applied to all companies despite their size, industry, location, or ownership. We are the only rating agency that can do this, and the resulting 1-100 score allows AT&T to have a standardized process to understand the financial health of their diverse suppliers, and to assess these on a common basis". We submit numerous years of complete financial statements, annual third-party financial compilation reports, and numerous other documents. Based on all that, our most recent review (2023) Rapid Ratings FHR (Financial Health Rating) was 98 on a scale of 1-100 - Very Low Risk. Report is uploaded in the Supporting Documents.	*
14	What is your US market share for the Solutions that you are proposing?	We currently hold 100% of the US market share in our field.	*
15	What is your Canadian market share for the Solutions that you are proposing?	We are in discussion with Canadian Telecommunications companies to develop our same solutions for Canadian cellular networks and the Public Safety agencies they support. There is no difference in the capabilities we could offer Canadian Public Safety from US Public Safety when the cellular companies finish our integration.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Rescue 42 and all responsible parties have no bankruptcy proceedings to report.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Manufacturer/Service Provider. We are the sole-source manufacturer under contract with AT&T for all customer-owned portable cell "towers" commonly called "COWs", or "Cell On Wheels" for the FirstNet public safety-only frequency (Band 14) in the CRD and miniCRD product lines. We do the same with AT&T for the CRD configured in the AT&T Commercial/Enterprise frequency (Band 4) for AT&T Public Safety customers who do not qualify for FirstNet as well as other AT&T Enterprise Federal and SLED customers. We are authorized by AT&T to sell all these products direct and through distribution. We are currently setting up a network of AT&T and other technology resellers/distributors for resale of the AT&T-branded Deployables. We manufacture the same products for the Verizon network and sell direct to customers and soon through distribution. The same will be true shortly with T-Mobile. We will be establishing a GSA contract for all products in 2025. We provide Service & Support plans that are fulfilled by the Rescue 42 24/7/365 Network Operations Team as well as our Rescue 42-employee field sales/service/support team throughout the US.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	We hold: California Corporate and Business Licenses Federally Certified Service-Disabled Veteran Owned Small Business (SDVOSB) California Certified Service-Disabled Veteran Business Enterprise (DVBE) There are no other licenses or certifications required or available in our field.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	In February 2022, Rescue 42 and the FirstNet CRD were awarded with the prestigious Andrew Seybold award for the "Most significant technology contribution to Public Safety communications in the past 10 years" by FCC Chairwoman Jessica Rosenworcel at a Public Safety Broadband Technology awards ceremony in Washington, DC.	*
21	What percentage of your sales are to the governmental sector in the past three years?	We estimate approximately 95% of all sales across our Deployable division have been to the governmental sector; local, state and federal.	*
22	What percentage of your sales are to the education sector in the past three years?	In the past 3 years, approximately 1% have been to the education sector. With that said, as we have expanded our product line and carrier options in 2024 forward, the opportunity to support the education sector has increased exponentially.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	None	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
CalFire	John Sweet	916-591-3619	*
Florida Division of Emergency Management	Robert Little	850-284-6940	*
Western Fire Chiefs Association Emeritus Public Safety Insights	Chief Jeff Johnson	503-789-0831	*

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

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

Line Item	Question	Response *	
26	Sales force.	Our sales force consists of Rescue 42-employed Regional Sales Managers (RSMs) distributed throughout the country. It will soon include the sales staffs from numerous Communications Distribution companies such as AT&T and Verizon "Channel Partners" and “Solution Providers” who will be our contracted distributors selling our products to AT&T, FirstNet and Verizon network users. These distributors would also promote Sourcewell pricing, and any Sourcewell-referenced sales they make would be reflected in our remuneration to Sourcewell should we be awarded with a Sourcewell contract. We are currently working with T-Mobile to develop equipment for the T-Mobile network as well. Our RSMs act as Subject Matter Experts (SMEs) to the major networks as well as their customers for our Deployables as well as do their own Business Development. Rescue 42 supports the outside sales staff with an inside sales group in our headquarters in Chico, CA. Our RSMs also provide on-site training if purchased by the customer and emergency onsite repairs in the extremely rare case they are needed.	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	We are in the process of signing up a large group of distributors who will resell our products. They are primarily made up of AT&T and Verizon “Channel Partners” and “Solutions Providers” who are already selling AT&T, FirstNet and Verizon products. We will do the same for T-Mobile distributors in the future. These distributors already have deep relationships across all sectors of the Cellular Network customer bases including Public Safety, Federal and SLED. Their preexisting relationships and large sales forces combined with a Sourcewell contract will greatly increase our sales. AT&T: https://www.business.att.com/industries/partner-solutions/att-alliance-channel-directory.html Verizon: https://www.verizon.com/business/resources/partner-network/verizon-partners/ The fulfillment process is different from a typical distributor sales model since we manufacture capital equipment. We have direct relationships with each customer during fulfillment to customize the equipment to their FirstNet, AT&T Enterprise, or Verizon network accounts. We drop ship all orders directly to the customers. This means that we will monitor all sales for Sourcewell referrals and track those orders to make sure Sourcewell pricing was applied and the sales totals are used for our remuneration to Sourcewell.
28	Service force.	Our employee Engineering and Customer Support team in Chico, CA provides a 24/7/365 Network Operations Center (NOC) phone/internet support service which takes care of over 99% of the service calls that we receive. Our RSMs provide our primary regional service force in the rare case we need to provide onsite service. We can also dispatch engineers from our headquarters if needed. We also have plans and details in place to outsource to a local service provider if necessary, but we have never needed this capability.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	We generate quotes for customers from our Regional Sales Managers (RSMs) or our Inside Sales staff. We receive purchase orders from customers, configure and then ship product and then bill the customer. Distributor sales orders are similar. Distributors make the sale on their paper and then place a PO with us under a standard Buy/Sell type agreement. We drop ship direct to the customer and then bill the distributor who collects from the customer.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We have different types and levels of customer service. Pre-sale and during-sale service: We do quotes and process POs as discussed above. We then contact the customer directly since we have a policy of our products being completely turn-key upon arrival. Our equipment has a Cradlepoint router onboard. If the customer has a Cradlepoint account already then we configure their router onto their account for them. If they don't have an account then we help them set one up and then configure. FYI, all our Cradlepoints automatically get sold with numerous years of Cradlepoint service built in, which provides an additional layer of support with the Cradlepoint 24/7/365 Network Operations Center and Cradlepoint extended warranty programs. We also have to configure the AT&T or Verizon radio to the customer. We also help them set up their satellite data plan (we are a Viasat VAR, which sometimes helps them). Once all the hardware is configured and tested we custom laser print a data plate that has all their pertinent serial numbers, MAC addresses and information for their build along with the toll-free numbers for the Rescue 42 NOC, Cradlepoint NOC, and AT&T/FirstNet/Verizon support lines. These data plates are mounted in their hardware. We then drop ship direct to the customer. All our equipment comes with a vast library of Owner's Manuals, laminated Quick-Start guides, training and maintenance videos, etc. All this information is readily available on our web site. We have uploaded samples of our User Manuals to demonstrate the quality detail, ease of operation and depth of support we provide. We maintain a data base of our customer "responsible party" contacts. We send a maintenance reminder email out each month with opening tracked accountability. This helps ensure that the customers are keeping their systems updated and maintained. If the responsible party fails to open the email they get another one in 5 days. If they still fail, our Customer Service team calls them to ensure that our contact list is still correct and that the customer is fulfilling their support needs. Customers can purchase preloaded Service and Support plans that guarantee them 24/7/365 support and one onsite emergency or service visit from a Rescue 42 technician per year. Emergency requests for onsite support are usually fulfilled within one to two business days. They can also purchase hourly phone support or one-time site visits for a reasonable price if they do not subscribe to prepaid annual plans. All resellers can resell our various support plans with a markup to incentivize their sales staff to offer the highest level of customer support.

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	We are already providing our products to Sourcewell entities since most of our customers to date have been FirstNet and Verizon Federal and SLED customers, thereby also Sourcewell qualified entities. We look forward to enabling the Public Safety market along with all other cellular customers with the benefits Sourcewell brings to the procurement process which can make their procurement process much smoother and possibly clear the pathways for purchases that might not otherwise be possible. Rescue 42 being a Service-Disabled Veteran Owned Small Business also provides an additional business pathway for agencies who are mandated to spend a portion of their annual sales to SDVOSB companies.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are not currently able to do so since the Verizon and AT&T/FirstNet Networks are not viable in Canada. However, we are in discussion with similar cellular network providers in Canada who provide service to Public Safety entities in Canada. The fact is that our equipment is actually 95% agnostic and can be enabled to work on Canadian systems simply by exchanging the Verizon or AT&T/FirstNet cellular radio (called an eNodeB or eNB) with an identical one from manufacturers such as Nokia or Ericsson configured for the Canadian cellular network. We expect to launch Canadian variants of our product lines this year.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We cannot currently support Canada, American Samoa, Mariana Islands, or Guam. Canada will become available this year. The territories listed are not yet fully supported by the networks. If the networks establish service there then our equipment would work.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	None	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Shipping and on-site support costs are higher for Hawaii, Alaska, Puerto Rico and the US Virgin Islands due to higher associated shipping and travel costs.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. We already sell to several non-profit qualified entities such as the Red Cross and Samaritans Purse.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Currently AT&T and the US Government FirstNet Authority do massive amounts of marketing for us because we are the technology driver for the FirstNet Network. You can see evidence of this you search "FirstNet CRD" in any search engine. We provide extremely detailed "Product Overviews" for all our products which are both available on our website and widely distributed by AT&T sales staff. This model will extend to the AT&T Channel Partners and Verizon/T-Mobile networks as those relationships become defined. We contract a marketing campaign with Public Safety marketing company Redflash Group. They generate numerous media pieces across different media platforms, mailers to target groups, and provide marketing advice and support to our company. Rescue 42 attends numerous tradeshows including the Fire Department Instructors Conference (FDIC), International Association of Fire Chiefs/Fire Rescue International (FRI), International Association of Police Chiefs (IAFC), Florida Governors Hurricane, National Hurricane, International Wireless Communications Expo (IWCE), Association of Public Communications Officers (APCO), FirstNet 5X5 symposium, FirstNet Vision symposiums, Hawaii Fire Chiefs Convention, US Customs and Border Security tradeshow, and numerous regional conferences and trade shows such as the Wildland Urban Interface conference and National Incident Command conferences. We are expanding our tradeshow list to promote more heavily in medical and education fields since we now manufacture equipment that they can buy (i.e. not FirstNet). Our current tradeshow list for 2025 is included in our marketing attachment. We will continue to expand on this as opportunities arise. We have uploaded multiple samples of Product Overviews (FirstNet CRD, AT&T CRD for Enterprise, and FirstNet miniCRD), a brief overview document on the miniNSD AiO for Verizon, our most recent Press Release on the AT&T CRD for Enterprise, and a Sales Training guide on FirstNet products that we provide to support their sales team.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our website is the base for our contact info, product info, requests for info and/or quote, and library of educational and sales support materials. We publish monthly emails to promote good maintenance practices that also give us a mandatorily-opened marketing piece for existing customers. We maintain a huge mail list which Redflash Group helps us cultivate and send direct mail marketing pieces. Our LinkedIn and Facebook media presence garners a large following, and our articles often go viral because we receive so many actual emergency deployment pictures from the field. Good examples were of our CRDs being deployed in Florida to restore communications to Sanabel Island and Pine Island, the first communications restoral devices to the Hawaii fires, and extensive deployments in the LA Fires.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	We believe Sourcewell will make it much easier for our customer base to clear the bureaucratic quote and vendor qualification processes that often frustrate customers, delay their procurement processes, or sometimes make it impossible for them to purchase our products. We intend to include our Sourcewell relationship on all literature and communication platforms since we consider Sourcewell to be an invaluable partner in enabling procurement for Public Safety.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Historically, most orders come via physical or emailed purchase order since we manufacture costly capital equipment. We are capable of supporting electronic orders through OPUS (AT&T orders) and SAP ARIBA, an order and fulfillment platform used by AT&T and others. We intend to add any other order/fulfillment processing software as the need arises. We intend to do an e-store on our website within the next three months for one of our products, the Verizon miniNSD AiO.	*

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

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	A large part of our success has been due to the ease of use and maintenance of our products. This is well proven with five years of our products in the field. We support this with detailed Owners Manuals (print and digital), laminated Quick-Start guides, training videos, etc. We offer optional on-site training classes for customers who wish to purchase them. The training is done by our Regional Sales Managers in their territories, or our engineering/training staff dispatched from Chico, CA. Cost for this half-day class is $4,500, which includes all travel and hotel/meal costs for the trainer. We maintain a database of the responsible parties at each of our customers. They get a monthly email from us with news and maintenance reminders to keep their equipment up to date and ready. If they fail to open the email, we send another. If they fail to open that one they get a call from our customer service team. This helps ensure our email list is correct and that all customers are getting the highest level of support we can provide. We carry a huge burden of responsibility for Public Safety readiness since AT&T has designated us as the "sole source" manufacturer for all FirstNet deployables.	*
42	Describe your proposed solutions integration and interoperability capabilities with other communication and technology components.	We make portable cell towers called "Deployables" for the AT&T Commercial/Enterprise market, the US Government-owned FirstNet Public Safety-dedicated cell network, and the Verizon network. We will soon manufacture the same for the T-Mobile cell network and thereby make our equipment compatible with almost every cell device in the US. Each satellite-backhauled tower also provides Wi-Fi and a wired ethernet LAN port to provide wired internet to restore internet to buildings, command and control trailers, or supplemental communications devices such as Radio over Internet (RoIP) interoperability devices and MESH networking devices. Therefore, we are already providing interoperability to internet, Wi-Fi, cellular, and radio communications with the ability to add almost anything else needed via our LAN port. By supplying connectivity in the form of true cellular connectivity for AT&T, FirstNet, Verizon, T-Mobile, and also supplying Wi-Fi and Internet we can connect virtually everyone in the US to anyone else even where traditional network connectivity doesn't exist or is not working.	*
43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	None relating to our products. Our manufacturing plant complies with the strict California requirements for recycling, air quality, water usage, power consumption minimization, etc.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Our products don't really apply in this field. We use Honda generators in most of our equipment which are well known as the most efficient and environment friendly generators on the market.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	An immutable fact in today's world is that we can't function with any effectiveness in either our daily lives, business world, government, education or Public Safety without cellular and internet connectivity. We are the only company that can provide those invaluable communications capabilities to anyone in the US whenever or wherever they are needed even if all other terrestrial infrastructure is destroyed or disabled. There is no other company that can do that.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		(•) Yes ( ) No	Rescue 42, Inc. is a federally certified Service-Disabled Veteran-Owned Small Business (SDVOSB) # 021675397. Document uploaded. The current status of our SDVOSB is published by the SBA at https://veterans.certify.sba.gov/ Rescue 42 is a California certified Small Business and Service-Disabled Veteran Business Enterprise (SB/DVBE #41417).	*
47		Minority Business Enterprise (MBE)	( ) Yes (•) No	No	*
48		Women Business Enterprise (WBE)	( ) Yes (•) No	No	*
49		Disabled-Owned Business Enterprise (DOBE)	(•) Yes ( ) No	SDVOSB Certificate uploaded	*
50		Veteran-Owned Business Enterprise (VBE)	(•) Yes ( ) No	SDVOSB Certificate uploaded	*
51		Service-Disabled Veteran-Owned Business (SDVOB)	(•) Yes ( ) No	SDVOSB Certificate uploaded	*
52		Small Business Enterprise (SBE)	(•) Yes ( ) No	SDVOSB Certificate uploaded	*
53		Small Disadvantaged Business (SDB)	(•) Yes ( ) No	SDVOSB Certificate uploaded	*
54		Women-Owned Small Business (WOSB)	( ) Yes (•) No	No	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Our standard terms are Net 30 with a proper credit check. We accept cash, check, credit cards, ACH, Venmo, PayPal	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	We have relations with our bank (Golden Valley Bank) who can establish business leases for customers. AT&T provides services to any AT&T customers with AT&T Capital Financing, their internal mechanism to support AT&T customers who wish to finance our equipment. Both Verizon and T-Mobile have similar programs for their customers.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	We issue quotes and require purchase orders that coincide with the quotes specific to product details. Following receipt of a PO, customers are asked to complete a customer information worksheet that outlines all necessary shipping, programming and contact information. We have included a sample quote, the Customer Information Worksheet and the Maintenance & Support Order Form that includes the Terms & Conditions.	*
58	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?	Yes, we accept P-cards and all major credit cards. There is a 3.5% transaction fee associated with the use of these cards.	*

59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Complete price list uploaded. To date all sales have been made at MSRP with no discounting. All MSRP prices listed, with separate column reflecting 5% discount to Sourcewell customers.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	5% off MSRP. Please note that this is a significant discount based on the very high costs of this type of capital equipment.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	We manufacture and sell Capital Equipment. Typical systems range from $35,000 to $110,000. These types of purchases are almost always purchased as single units and do not have "volume discounts". Both Rescue 42 and our partner distributors only sell at MSRP to non-Sourcewell sourced orders.	*
62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Not Applicable. We only sell our manufactured products.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	This depends on what equipment they purchase. CRD/NSD customers need to purchase a Viasat satellite data plan. Rescue 42 is a Viasat reseller, or the customer may go to open market to procure their data plan. All products need a Starlink satellite data plan, which is typically purchased by the customer directly from Starlink. All customers may procure SIM cards for their routers from whichever network they wish to use. All other applicable services mention in your description are included in the base sale price.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All shipping costs are included in our pricing within the CONUS. Alaska, Hawaii, Puerto Rico have additional costs charged at time of sale	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping outside the CONUS is quoted separately, prepaid and added.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None. Our equipment is heavy (50 to 650 Lbs.) and requires either UPS/FedEx or palleted truck freight.	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	We track all sales in numerous software packages including Salesforce and QuickBooks for Enterprise. We are migrating to NetSuite. Should we be honored with a Sourcewell award we will add fields to all databases identifying customers as Sourcewell-referred and allowing us to both ensure they receive Sourcewell discounting as well as ensuring we count their sale towards our Sourcewell remuneration payments.	*
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Since we will have a Sourcewell field in all our databases we will be able to generate numerous metrics to track Sourcewell contribution.	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	1% of gross sales of Sourcewell-referred sales, either direct or through distribution, as an Administrative Fee to Sourcewell (and as a "Thank You").	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
70	The pricing offered does not fit the categories above. Please specify the basis for the pricing offered, including any unique circumstances or justifications that apply.	These products have never been discounted below MSRP. A 5% discount will set these prices lower than they have ever been offered.	*

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

Line Item	Question	Response *	
71	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Rescue 42 invented a proprietary portable communications platform combining a satellite internet connection, Wi-Fi Access Point and portable cell tower into a solution called a “Deployable”, which we trademark named “CRD™”, short for Compact Rapid Deployable. AT&T became interested in 2019, and since then Rescue 42 has been under contract with AT&T as the “Sole Source” manufacturer of all Deployables for the United States Government-Owned and AT&T-administered dedicated Public Safety cellular network called FirstNet®. AT&T renewed the contract in January 2025 to add new classes of Public Safety Deployables to the Rescue 42 contract (i.e. miniature/suitcase sized CRDs) and extended the future of the contract to “Open/Unlimited” with no termination date. Rescue 42 also worked with AT&T to develop (for the first time in history) CRDs that could be owned and deployed by Public Safety customers. This COAM (Customer Owned And Managed) concept is now written into the official US Government Public Safety Strategic Communications Plan called the “FirstNet Authority Roadmap”, which identifies public safety’s operational needs and areas the United States FirstNet Authority will focus programs, activities, and investment dollars. The Roadmap can be viewed at https://www.firstnet.gov/network/roadmap For example, Rescue 42 has supplied FirstNet CRDs to FEMA, FBI, Secret Service, US Forest Service, Customs & Border Patrol, BLM, AMR, CalFire, Florida Department of Emergency Management (https://about.att.com/story/2025/florida-firstnet-cell-sites.html), and innumerable other Federal, State and Local Public Safety agencies and “Extended-Primary” FirstNet customers such as Utilities, Schools, Hospitals, etc. AT&T also added a new CRD for AT&T Enterprise/Commercial to the contract to support the non-FirstNet qualified portions of AT&T Public Safety, Federal, and SLED customers. Rescue 42 also manufactures these same types of deployables under the trademark name NSD™, short for Network Systems Deployable for Verizon Public Safety and Commercial/Enterprise customers and will soon manufacture the same for T-Mobile Public Safety and Commercial/Enterprise customers. Rescue 42 also used our proprietary payload delivery system to provide a field communications or tactical dispatch communications desk called CommandRunner. This is a self-powered desk platform that houses everything needed to establish a field radio or cellular command and control desk. The list of our primary products: CRD for FirstNet CRD for AT&T Enterprise/Commercial miniCRD for FirstNet NSD for Verizon miniNSD AiO for Verizon NSD for T-Mobile (pending) CommandRunner XT	*

72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our CommandRunner is often used as a dispatch console. It may serve several purposes. One is to function as a standard dispatch (PSAP) console that can disconnect and be moved quickly to another location to assure continuity of services should the dispatch center be uninhabitable due to fire. flood, etc. The CommandRunners are made to be field capable consoles particularly suited to the emerging field of "Tactical Dispatch", where a dispatch console is established right on scene at an incident or disaster so that the dispatcher is right next to the Incident Commanders, thereby reducing communications lag and confusion and increasing situational awareness of the dispatcher. Mesh network components and mesh radios are easily incorporated into CRDs and NSDs. In these cases, the Rescue 42 equipment is able to increase the capabilities of the mesh equipment with elevated masts, power, and internet connectivity to allow the mesh systems to link to the outside world. The CommandRunners are manufactured with slots to incorporate customer radio systems to establish communications or dispatch consoles. Rescue 42 laser cuts and manufactures numerous faceplates for commercially available Public Safety radios. To make a High Power User Equipment (HPUE) router/case work, there needs to be an AT&T FirstNet cell tower that has the capability of communicating with the HPUE device and receiving a special code from the HPUE device identifying the device as HPUE. The tower then needs to be of the correct type to transmit a code back to the HPUE device allowing it to increase its power from Power Class 3 (0.2W) up to the FCC-special Power Class 1 (1.25W). The Rescue 42 CRDs all have the special programming to communicate with HPUE devices and receive/transmit codes allowing the HPUE devices to increase their power.	*

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offerings	Offered *	Comments	
73	In-station Public Safety alerting or paging systems;		○ Yes ◉ No	N/A	*
74	Dispatch/control room consoles and associated integrated communications equipment;		◉ Yes ○ No	CommandRunner consoles are used for both Dispatch/Control Room movable consoles and the emerging field of Tactical Dispatch consoles where dispatchers can work on-scene at emergencies or disasters	*
75	Wearable or portable communication devices, including biomonitoring wearables, alerting or paging systems		○ Yes ◉ No	N/A	*
76	Connectivity and interoperability devices, hardware, and equipment for the connection of communication systems and endpoints, including:		◉ Yes ○ No	All products	*
77		Satellite communications equipment;	◉ Yes ○ No	All products	*
78		Portable and deployable wireless hubs, routers, and networks	◉ Yes ○ No	All products	*
79		Mesh networks and mesh radios	◉ Yes ○ No	May be incorporated into our CRDs, NSDs, and CommandRunner. Our units provide environmental protection, cooling, power, elevated masts, and the critical Internet connection needed to connect the Mesh Network to the Command & Control entities.	*
80		Land mobile/broadband radios	◉ Yes ○ No	LMR radios in our CommandRunners. LTE Broadband radios in all CRDs and NSDs. Broadband Routers with associated LTE/5G and Wi-Fi radios on all equipment	*
81		Push to Talk over Cellular (PoC) handsets	○ Yes ◉ No	N/A	*
82		High Power User Equipment (HPUE) for LTE	◉ Yes ○ No	All AT&T FirstNet CRD and miniCRD configured to transmit HPUE enablement codes to activate HPUE cellular function in HPUE devices and provide cell coverage double the typical range	*
83	Airborne, marine, and underwater communication systems		○ Yes ◉ No	N/A	*

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

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

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Sourcewell Pricing 2.6.25.pdf - Thursday February 06, 2025 12:41:38
- Financial Strength and Stability - Rescue 42 Rapid Response Financial Strength Report.pdf - Monday January 27, 2025 14:28:11
- Marketing Plan/Samples - Marketing Plan & Samples.zip - Thursday February 06, 2025 14:48:47
- WMBE/MBE/SBE or Related Certificates - SDVOSB Extension to 2025.pdf - Monday February 03, 2025 20:32:35
- Standard Transaction Document Samples - Transactional Documents.zip - Thursday February 06, 2025 14:49:14
- Requested Exceptions (optional)
- Upload Additional Document - Additional Documents.zip - Thursday February 06, 2025 14:22:22

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Tim O'Connell, CEO, Rescue 42, Inc.

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

○ **Yes** ◉ **No**

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

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

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