

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Zetron, Inc., 12034 134th Ct., NE, Redmond, WA 98052 (Vendor).

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Vendor's maximum liability for damages caused by failure to perform its obligations under this Contract is limited to an amount not to exceed the total net payments of Administrative Fees paid under any twenty-four (24) month period during the Term. Vendor's indemnification obligations under the Contract are excluded from this limitation provision. In no event will Vendor be liable for consequential damages.

12. GOVERNMENT DATA PRACTICES

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

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating

Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

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

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws of the United States or Canada. All intellectual property rights in Vendor's products, Vendor's improvements to its products, and Vendor's new product ideas will be owned by Vendor.

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less

broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

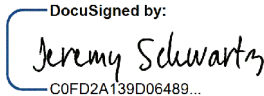
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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

22. CANCELLATION

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

Sourcewell

DocuSigned by:

C0FD2A139D06489...

By: _____

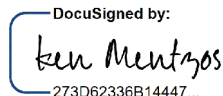
Jeremy Schwartz

Title: Chief Procurement Officer

/6/2021 | 5:19 AM CDT

Date: _____

Zetron, Inc.

DocuSigned by:

273D62336B14447...

By: _____

Ken Mentzos

Title: Director, Finance

/9/2021 | 4:20 PM CDT

Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

/9/2021 | 4:32 PM CDT

Date: _____

RFP 042021 - Public Safety Communications Technology and Hardware Solutions

Vendor Details

Company Name: Zetron, Inc
12034 134th Ct NE #201
Address: Redmond, Washington 98052
Contact: Rommel Acda
Email: racda@zetron.com
Phone: 425-820-6363
HST#: 91-1121292

Submission Details

Created On: Tuesday April 13, 2021 18:46:42
Submitted On: Tuesday April 20, 2021 12:46:05
Submitted By: Rommel Acda
Email: racda@zetron.com
Transaction #: fde09363-7825-4476-9de4-b5b1c3f5abd9
Submitter s IP Address: 73.97.185.226

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Zetron, Inc	*
2	Proposer Address:	12034 134th Ct Ne, Redmond, Wa 98052	*
3	Proposer website address:	www.zetron.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Brent Dippie, CEO, 12034 134th Ct Ne, Redmond, Wa 98052 Email: bdippie@zetron.com P: 425-820-6363 x226	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Rommel Acda, Proposal Specialist 12034 134th Ct Ne, Redmond, Wa 98052 Email: zusproposalcenter@zetron.com P: 425-820-6363	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sophie Kather, Sales Contracts Manager 12034 134th Ct Ne, Redmond, Wa 98052 Email: zusstatecontracts@zetron.com P: 425-820-6363	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Zetron had provided the following attachment uploaded into the portal under 01 Financial Strength and Stability. The document is referred to as 01 Zetron - Financial Strength and Stability.	*
8	What are your company's expectations in the event of an award?	In anticipation of an award of this contract, Zetron, Inc. is prepared to utilize our dedicated marketing department and sales resources to actively market the Sourcewell program across the nation. Our marketing team will distribute Zetron Reseller-facing and Customer-facing brochures with Sourcewell logos, links, and helpful information for purchasing agencies. The Sourcewell program will be marketed to every Zetron reseller with E-mail blasts via Zetron's Newsletter and bulletin board, Z-mail. The contract program logo and information will also be incorporated into Zetron's Authorized Reseller Program Brochure sent out to every new Zetron reseller. We have more detail information regarding Marketing of this awarded Contract in the attached 02 Zetron Marketing Plan document.	*

9	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Zetron's financial position is extremely strong. Zetron is an extremely well-managed, stable company that our customers can count on as a strategic business partner for many years to come. Financial information on Zetron can be obtained from the Dunn and Bradstreet reporting service. Our D&B number is 01-956-3816.</p> <p>By selecting Zetron to provide your communication system equipment, customers will be investing in a long-term relationship with the people of Zetron for their Dispatch Console equipment. From the early phase of development, through the planning, manufacturing, installation, training, on-going maintenance and enhancement phases of the project, customers can depend on Zetron to provide the highest levels of service and support. Our corporate integrity is reflected in our people, the quality of our products and systems, and our service.</p> <p>Our customers purchase Zetron equipment knowing they are investing in a solidly established and financially secure company. Zetron, Inc. is a wholly owned subsidiary of the Kenwood Corporation of Japan. Purchased on May 10, 2007, Zetron, Inc. is part of Kenwood's Systems Division and specializes in Mission Critical Communication Systems.</p> <p>Zetron has a strong balance sheet and ability to remain viable to meet financial obligations. Zetron had 22 million of working capital (34M of current assets 12M of current liabilities) based on the latest reviewed financials.</p> <p>Please also see Zetron's FY 2017, 2018 and 2019 Financial Statements that have been uploaded and supplied as part of the submission response (uploaded as an attachment in Section 01 Financial Strength and Stability).</p>	*
10	What is your US market share for the solutions that you are proposing?	Approximately 20-25%	*
11	What is your Canadian market share for the solutions that you are proposing?	Approximately 20-25%	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>b) Zetron maintains alliances with a worldwide network of Authorized Channel Partners (Dealers) who market and support its products and custom systems. This gives Zetron a significant presence in over 60 countries. Zetron and its partners have installed and deployed thousands of systems worldwide. The scope and success of these projects demonstrate the performance, and reliability of Zetron's products and the capabilities of our reseller partners throughout the world. To support our partners in multiple regions, Zetron Territory Managers help our Channel Partners identify opportunities and gain product knowledge. Additionally, Zetron provides the opportunity for Factory Training so that Channel Partners can become proficient in installing, maintaining and operating our various system products. Quality craftsmanship and responsiveness to issues are critical elements that any authorized Channel Partner must display in order to be considered for Zetron qualification. Zetron has selected fully qualified Channel Partners to participate in this contract that have been evaluated and selected by Zetron from among many channel partners based on their stability, work ethic, technical capabilities and public safety experience. Service locations of these channel partners are located throughout the United States to provide rapid response in the rare case of an equipment failure. Zetron stands behind our Channel Partners by providing them up-to-date technical training; quality control of our products based on our ISO 9001 certification, and 24-hour technical and engineering support. Zetron has confidence that customers will be well served by these Channel Partners.</p> <p>Please see the attached Supplemental listing of these Channel Partners organized by State. Please note that this is a small portion of the approximate 500 Zetron Channel Partners nationwide.</p> <p>In order to become a Zetron Authorized Channel Partner, the company must first provide sufficient evidence of their expert knowledge and abilities in public safety communication equipment. Zetron Authorized Channel Partners go through factory training on Zetron products to ensure that all Zetron Authorized Channel Partners have the ability to provide customers with exceptional products and services. The expectations and responsibilities of all our subcontractors/dealers/resellers are captured in a Subcontracting/Channel Partner Agreement which describes in detail NASPO expectations.</p> <p>All Zetron Channel Partners have the knowledge and expertise to assist customers with order development and tracking. Zetron works closely with each channel partner to achieve an accurate and complete quote and order. The Order Entry Team will assist Channel Partner with order development, placement and tracking. Zetron has processes in place that ensure NASPO contract compliance with any order that is placed with us. All NASPO orders are tracked by a Price List system, end user information is required for all NASPO sales, and Zetron has a dedicated point of contact in house who approves each order before it may be shipped and submits quarterly reporting on NASPO sales.</p> <p>All of Zetron's Subcontractors/dealers are held to high professional standards. These standards are defined in their Subcontractor Agreement and Channel Partner Agreement. If Zetron finds a subcontractor/dealer to be unsatisfactory we will terminate that company's involvement in the project and reassign the work to a qualified Zetron trained company.</p> <p>Further, Zetron may by written notice, require Subcontractor to stop Services and/or Deliverables at any time, or may terminate the same, if the applicable Contract is terminated for any reason or Zetron is otherwise required to stop work or Customer requires Subcontractor to stop work, and Subcontractor's sole remedy shall be the compensation becoming due hereunder with respect to the Services and Deliverables satisfactorily completed or delivered to the date of stoppage or termination.</p> <p>With respect to adding new Channel Partners, if we find a market that does not have a channel partner, we will recruit the best in the marketplace, train and certify to ensure they comply with the NASPO terms and conditions. Our Territory Managers are constantly improving the Reseller Channel to ensure support in every state and region. After a Channel Partner is chosen, and agrees to perform the duties an agreement is put in place which will lay out all the duties and responsibilities with respect to the NASPO Contract and any state specific contractual obligations.</p>
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Zetron had provided the following attachment uploaded into the portal under 01 Financial Strength and Stability. The document is referred to as 01 Zetron - Financial Strength and Stability.</p>

15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Below is a list of Industry awards that Zetron has received in the last 5 years:</p> <p>CAL 9-1-1 NENA Gold Sponsor - 2008 Bronze Sponsor – 2009, 2010, 2011, 2012 Sliver Sponsor – 2014</p> <p>APCO'S Public Safety Communications Award - 2014, 2014</p> <p>"Hot Product Award" from PSC Magazine in 2015. (https://www.policemag.com/354121/zetron-wins-hot-product-award-for-innovation-in-public-safety?page=98)</p> <p>We continue to pursue industry recognition and attend several major key Tradeshows that promote the products that are being offered in our MAX Solution portfolio.</p>	*
17	What percentage of your sales are to the governmental sector in the past three years	75%	*
18	What percentage of your sales are to the education sector in the past three years	~ 1%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>NASPO Contract #06913 \$3M+ over 3 years</p> <p>HGAC Contract RA05-18 \$1M+ over 3 years</p> <p>NY State Contract #PT 68728 \$905,621 over 3 years</p> <p>NJ State Contract #83924 \$5M+ over 3 years</p> <p>PA State Contract #4400016323 \$3M+ over 3 years</p> <p>AZ State Contract #CTR046837 \$192,757 over 3 years</p> <p>CA State Contract #4149-6 \$25,596 over 3 years</p> <p>MS State EPL Contract #3744 \$351,683 over 3 years</p> <p>MS State EPL Contract #3748 \$430,480 over 3 years</p> <p>TASB Buyboard Contract #603-20 \$0</p> <p>Port Authority of NY & NJ Contract #56950 #333,790 over 3 years</p>	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Broome County New York	Chuck Rogers	607-778-8214	*
Lancaster County Pennsylvania	Tim Baldwin	717-664-1100	*
NASPO ValuePoint Contract	Ted Fosket	907-7230-3360	*
Zetron had provided the following attachment uploaded into the portal under 06 Additional Documents. The document is referred to as 03 Zetron - References.	Zetron had provided the following attachment uploaded into the portal under 06 Additional Documents. The document is referred to as 03 Zetron - References.	Zetron had provided the following attachment uploaded into the portal under 06 Additional Documents. The document is referred to as 03 Zetron - References.	

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
NJ State Contract #83924	Government	New Jersey - NJ	State Contract	\$5M+	Over 3 years	*
NASPO Contract #06913	Government	Washington - WA	Nationwide Contract	#3M+	Over 3 years	*
PA State Contract #4400016323	Government	Pennsylvania - PA	State Contract	\$3M+	Over 3 years	*
HGAC Contract RA05-18	Government	Texas - TX	Nationwide Contract	\$1M+	Over 3 years	*
NY State Contract #PT 68728	Government	New York - NY	State Contract	\$905,621	Over 3 years	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
23	Sales force.	Zetron dedicates a territory manager to every section of the United States to ensure our customers have all the resources they need. Please refer to the provided 04 Zetron Services and Capabilities document attached via the web portal as Section 04 Warranty Information.	*
24	Dealer network or other distribution methods.	<p>For sales, installation and maintenance, Zetron is initiating fully qualified Authorized Resellers to participate in this contract. Service locations of these resellers are located throughout the United States to provide rapid response in the rare case of an equipment failure. Quality craftsmanship and responsiveness to issues are critical elements that any authorized reseller must display in order to be considered for Zetron qualification.</p> <p>Project Management services for a majority of contract sales will be provided by the Authorized Reseller chosen by the participating state agency. Their capabilities in managing complex telephone and radio implementations have been proven over the years.</p> <p>Training shall be provided by the Authorized Resellers with the support of Zetron's training department. Zetron offers a diverse training program of technical, operation, and operation train-the-trainer classes for our most complex systems. We provide factory technical training on a regular schedule and support onsite and international training as requested.</p> <p>Please refer to the provided 04 Zetron Services and Capabilities document attached via the web portal as Section 04 Warranty Information.</p>	*
25	Service force.	Please refer to the provided 04 Zetron Services and Capabilities document attached via the web portal as Section 04 Warranty Information. We address this in Section 5 Channel Partner Network and Utilization.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Please refer to the provided 04 Zetron Services and Capabilities document attached via the web portal as Section 04 Warranty Information. We address this in Section 5 Channel Partner Network and Utilization.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Please refer to the provided 04 Zetron Services and Capabilities document attached via the web portal as Section 04 Warranty Information.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Please refer to the provided 04 Zetron Services and Capabilities document attached via the web portal as Section 04 Warranty Information.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Please refer to the provided 04 Zetron Services and Capabilities document attached via the web portal as Section 04 Warranty Information.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Zetron services customers worldwide. There should not be any limiting factors in providing Zetron products to Sourcewell's Participating Entities.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our cohesive direct and indirect sales channels are able to reach end users in all territories with a unified goal of promoting the Sourcewell purchasing vehicle. Zetron will utilize our dedicated marketing department and sales resources to actively market the Sourcewell program across the nation. Our marketing team will distribute Zetron Reseller-facing and Customer-facing brochures with Sourcewell logos, links, and helpful information for purchasing agencies.</p> <p>The Sourcewell program will be marketed to every Zetron reseller with E-mail blasts via Zetron's Newsletter and bulletin board, Z-mail. The contract program logo and information will also be incorporated into Zetron's Authorized Reseller Program Brochure sent out to every new Zetron reseller.</p> <p>Zetron Territory Managers have sales coverage all over the nation and will be provided training materials and information to be able to be knowledgeable when promoting the Sourcewell purchasing solution to their contacts. At our Redmond, WA office, we have a dedicated State Contracts Administrator contact who can provide support to any interested parties who need more resources or information.</p> <p>We have a webpage dedicated to State Contracts on the official Zetron website which will include Sourcewell logos and direction on how an end user can use Sourcewell to purchase. Zetron and our carefully selected subcontractors will be displaying the Sourcewell logo wherever appropriate and will promote the program with table top displays at the dozens of trade shows attended yearly. A sampling of some of the trade shows attended by Zetron are provided in attached documents "02 Zetron Marketing Plan" uploaded in Section 02 Marketing Plan on the web portal.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We promote through our website, social media platforms such as LinkedIn, Twitter, and Facebook business page, as well as strategic promotional newsletters to our channel partners and resellers.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Please refer to the attached "02 Zetron Marketing Plan" uploaded in Section 02 Marketing Plan on the web portal for more information.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	N/A

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Please refer to the attached "04 Zetron Services and Capabilities" document uploaded in Section 04 Warranty Information on the web portal for more information. We cover Training in section 10 Training. Also provided as attachments are the following documents:</p> <p>04c MAX D Technical Training Course Description 04d MAX Dispatch Operator Course Description 04f AcomNOVUS Technical Course Description 04g Acom Operation Course Description</p>

37	Describe any technological advances that your proposed products or services offer.	<p>Zetron's Collective Brilliance Channel Partner program - Zetron is dedicated to our honored role as a trusted industry leader and plan to communicate regular guidance and insight to our Partners. We continually request feedback from partners to constantly improve our products this esteemed channel program is built on a network of valued, vetted, and highly-capable partners who will ultimately provide immense value to Zetron.</p> <p>Providing mission critical level dispatch console solutions requires a level of reliability, technology compatibility, and performance that few companies can deliver. There are a few areas which Zetron has identified and endeavored to provide world class quality solutions and services that, in doing so, has also served to differentiate our offerings from quality competition. These areas include: 1) Customized user interface. From how the screen works, or how resources appear, to how your operations are handled, the UI is designed to provide the look and feel you want and your organization requires. 2) Highly scalable and technically flexible solution to meet changing conditions and technologies without requiring additional hardware. 3) Commitment to open standards to future proof your interface requirements. 4) Thorough and proven factory acceptance testing combined with a dedicated project management team to ensure a complete and precise solution implementation.</p>	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Zetron is committed to being a good corporate citizen and doing what it can to support and promote responsible environmental "green" activities. Following are the activities that we support on a consistent, year-round basis:</p> <ul style="list-style-type: none"> Recycle all paper and electronic waste Provide bins for employees to recycle personal batteries, cell phones, light bulbs, etc. Subsidize and promote employee use of vanpools and car pools Subsidize and promote employee use of public transportation Participate in the City of Redmond Commute Trip Resource and Incentive Program <p>Electronic equipment that is eligible for recycling is periodically picked up by a reputable vendor that has been in business for over 20 years. Our preferred vendor is R2 certified and in excellent environmental and regulatory compliance.</p> <p>Please see attachment "180901 JKsustainability_Leaflet_Rev_d5e+i" uploaded in Section 06 Additional Documents for more information.</p>	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Please see attachment "180901 JKsustainability_Leaflet_Rev_d5e+i" uploaded in Section 06 Additional Documents for more information.</p> <p>JVCKW Compliance Code of Conduct references environmental guidelines.</p> <p>"We shall be totally involved in the global environment through all of the Group's business activities, and shall contribute to achieving a society where sustainable development is possible by fulfilling social responsibilities as a green company.</p>	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Zetron utilizes a large Channel Partner network that we have provided these SBA certifications. Please see the attached certifications uploaded to the web portal in Section 03 WMBE-MBE-SBE Certificates	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Attributes include: Value, Solid reputation, Diversified applications, Commitment to open standards, and Support for open standards.</p> <p>See attached document "01 Zetron Financial Strength and Stability" for detailed explanation of these attributes.</p>	*

Table 9: Warranty

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

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Zetron has provided our Product Service Plans, Software License agreement, System Sales Agreement and Terms and Conditions the explain in detail regarding our warranty program. Please refer to the attachments uploaded in Section 04 Warranty Information.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Zetron has provided our Product Service Plans, Software License agreement, System Sales Agreement and Terms and Conditions the explain in detail regarding our warranty program. Please refer to the attachments uploaded in Section 04 Warranty Information.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Zetron has provided our Product Service Plans, Software License agreement, System Sales Agreement and Terms and Conditions the explain in detail regarding our warranty program. Please refer to the attachments uploaded in Section 04 Warranty Information.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Zetron has provided our Product Service Plans, Software License agreement, System Sales Agreement and Terms and Conditions the explain in detail regarding our warranty program. Please refer to the attachments uploaded in Section 04 Warranty Information.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Zetron has provided our Product Service Plans, Software License agreement, System Sales Agreement and Terms and Conditions the explain in detail regarding our warranty program. Please refer to the attachments uploaded in Section 04 Warranty Information.	*
47	What are your proposed exchange and return programs and policies?	Zetron has provided our Product Service Plans, Software License agreement, System Sales Agreement and Terms and Conditions the explain in detail regarding our warranty program. Please refer to the attachments uploaded in Section 04 Warranty Information.	*
48	Describe any service contract options for the items included in your proposal.	Zetron has provided our Product Service Plans, Software License agreement, System Sales Agreement and Terms and Conditions the explain in detail regarding our warranty program. Please refer to the attachments uploaded in Section 04 Warranty Information.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Zetron does not offer direct leasing or financing.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Please refer to the attached/uploaded document "04 Zetron Services and Capabilities" for more detailed information.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Zetron will accept credit card purchases up to \$15,000.00.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Product category line pricing. See attached "Zetron Price Book U.S. Pricing (USD)"	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	10% off MSRP/Standard list price	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Additional 5% off MSRP/Standard list price for orders totaling \$750k and above	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Zetron will supply a quote for such items upon request from the customer or purchasing entity that shall either be at cost, or cost with a percentage markup, in any case, such pricing shall be provided solely at Zetron's discretion after receipt of any such request from the customer or purchasing entity and the applicable project specifications.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Zetron offers services for installation, inspection, training and inspection. Please see the service parts located on our standard price list provided with this response, as well as the hourly rate options below:	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Delivery Terms shall be FOB: Destination - Freight Collect.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	See above answer #58	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Zetron has a wide array of Channel Partners/Authorized Dealers who may supply product and installation under our Sourcewell Contract.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>As a mark of this commitment, Zetron has been ISO 9001 certified since May 5, 1998. Public-safety agencies that use Zetron systems to respond to life-threatening emergencies express great confidence in Zetron's products and services. Their repeat business with Zetron over the years is a testament to their trust in the company and its offerings.</p> <p>Our MAX Solutions portfolio of products are tightly integrated to provide a complete command and control solution. Each solution can be purchased as a modular, cost effective package, whether stand-alone or with one or more other console products. Maximize your command and control center with brilliant interoperable console solutions designed to enhance situational awareness and deliver quick, efficient and communications to both emergency or non emergency response teams.</p> <p>For additional information, please refer to the following document "01 Zetron Financial Strength and Stability."</p>	*
63	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Zetron continually monitors contract vehicle metrics and success rates on a quarterly basis by utilizing reporting functionality within our internal business systems.	*
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1.50%	*

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

Line Item	Question	Response *	
65	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Please refer to attachment: 04a MAX Solution Overview	*
66	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please refer to attachment: 04a MAX Solution Overview	*

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

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

Line Item	Category or Type	Offered *	Comments	
67	Fire or EMS station alerting or paging systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Zetron offers two fire station alerting options, MAX Fire Station Alerting and IP Fire Station Alerting. MAX FSA can be deployed stand alone or as an extension of the MAX Dispatch radio consoles system. IPFSA is a mature solution with a robust feature list designed to be implemented standalone. Both solutions offer CAD interfaces for easy integration into the control room. The MAX Dispatch radio console system supports all usual industry standard radio paging formats including 2-tone 100, 1000, & Custom Calls (Mot & GE), Quick Call (2+2), DTMF, Knox.</p> <p>In addition, Zetron offers a range of Paging Terminals (Series 2000, Model 640), Paging System Controllers (Model 55B Page Buffer, Model 55D Digital Repeater, Model 66 Transmitter Control Panel, Model 600/620 High Speed Simulcast Paging System) and Manual Paging Encoders (Model 15 Multi-Format Paging Encoder, Model 25 Programmable Encoder) that are designed to address a variety of operational needs.</p>	*
68	Connectivity and interoperability devices, hardware and equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>The ACOM Command & Control and the MAX Dispatch console systems provide connectivity and interoperability between a wide range of radio formats from different vendors as well as connectivity and interoperability between radio and telephone lines.</p> <p>The Model 250 Tone Remote Adapter adapts most common base-station radios allowing them to be controlled by a desktop remote.</p> <p>The Intelligent Radio Interface Module (iRIM) provides access to newer radio protocols, supporting the transition between a variety of proprietary two-way radio technologies.</p> <p>The Radio over-IP (RoIP) Gateway is designed to transport analog wireline two-way radio control circuits over modern IP networks.</p> <p>The Pathway+ product is designed to provide a connection between radio infrastructure repeaters/base station and up to four console systems using the TIA P25 Digital Fixed Station Interface (DFSI) protocol. An interconnect serves as the interface between the radio transmitter/receiver and the telephone system so two-way radio users can place and receive telephone calls. The Model 30 World Patch is a low-cost, open channel telephone interconnect designed for installation on a simplex radio.</p> <p>The Model 37-MAX Repeater Pal is a high-capacity, remotely programmable, community repeater controller.</p> <p>The Zetron Model 45B is a microprocessor-based radio-to-telephone interconnect. It's designed for radio common carriers, co-ops, utilities and private systems where a number of different users need to share the system, yet receive different service and separate accounting. This provides flexible operation as a full-featured telephone patch with selective calling, ANI decode, and advanced airtime billing features.</p> <p>In addition, Zetron offers a range of Remote Monitoring & Control and Telemetry products.</p>	*
69	Airborne, marine, and underwater communication systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
70	Services related to lines 67, 68 and 69 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>For all products and solutions, Zetron provides limited hardware warranty (defects repair) and software warranty (maintenance packs and upgrades) for the first year, as well as technical phone support (business hours and after hours). For MAX solutions with an active Product Service Plan, these services can be extended after the first year via annual subscription. Zetron also provides Factory Training, web-based training and on-site technical and operator training as well as remote and on-site configuration support services. On-site installation, configuration, technical support and maintenance services are provided by local Zetron Authorized Channel Partners.</p>	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
71	Describe the interoperability of your products and services with other equipment, software, and systems, as applicable	Interoperability is provided by open standards, interfaces and protocols. Zetron embraces and promotes open platforms based on open standards and partners with other vendors to provide interoperability. Whenever there is no industry standard available for a specific functionality, Zetron provides open API specifications and supports implementation and testing with other equipment, software and systems.
72	Describe how your products and services integrate with other communications and technology components (e.g., CAD, RMS, LMR, etc.)	Zetron products integrate with other components via open standards, interfaces and protocols, e.g. NENA standards for CAD and Radio/Telephone Headset Interface, P25 and DMR standards for LMR, CJIS and NCIC standards for CAD and RMS.
73	Describe how your products and services conform to applicable industry standards and required specifications.	Zetron is committed to meeting industry protocols and standards with the objective to bring value to its clients, provide interoperability and deliver Public Safety grade service. Zetron actively participates in Industry Groups and Committees and diligently works to remain on the forefront of development of the national standards, emerging technologies and trends. Zetron is an active member within NENA, iCERT, APCO, and other industry groups.

74	Describe your use of installation or service partners, if applicable.	<p>Zetron maintains alliances with a worldwide network of Authorized Channel Partners (Dealers) who market and support its products and custom systems. This gives Zetron a significant presence in over 60 countries. Zetron and its partners have installed and deployed thousands of systems worldwide. The scope and success of these projects demonstrate the performance, and reliability of Zetron's products and the capabilities of our reseller partners throughout the world.</p> <p>To support our partners in multiple regions, Zetron Territory Managers help our Channel Partners identify opportunities and gain product knowledge. Additionally, Zetron provides the opportunity for Factory Training so that Channel Partners can become proficient in installing, maintaining and operating our various system products.</p> <p>Quality craftsmanship and responsiveness to issues are critical elements that any authorized Channel Partner must display in order to be considered for Zetron qualification. Zetron has selected fully qualified Channel Partners to participate in this contract that have been evaluated and selected by Zetron from among many channel partners based on their stability, work ethic, technical capabilities and public safety experience. Service locations of these channel partners are located throughout the United States to provide rapid response in the rare case of an equipment failure. Zetron stands behind our Channel Partners by providing them up-to-date technical training; quality control of our products based on our ISO 9001 certification, and 24-hour technical and engineering support. Zetron has confidence that customers will be well served by these Channel Partners.</p> <p>Please see the attached Supplemental listing of these Channel Partners organized by State. Please note that this is a small portion of the approximate 500 Zetron Channel Partners nationwide. In order to become a Zetron Authorized Channel Partner, the company must first provide sufficient evidence of their expert knowledge and abilities in public safety communication equipment. Zetron Authorized Channel Partners go through factory training on Zetron products to ensure that all Zetron Authorized Channel Partners have the ability to provide customers with exceptional products and services. The expectations and responsibilities of all our subcontractors/dealers/resellers are captured in a Subcontracting/Channel Partner Agreement which describes in detail NASPO expectations.</p> <p>All Zetron Channel Partners have the knowledge and expertise to assist customers with order development and tracking. Zetron works closely with each channel partner to achieve an accurate and complete quote and order. The Order Entry Team will assist Channel Partner with order development, placement and tracking. Zetron has processes in place that ensure NASPO contract compliance with any order that is placed with us. All NASPO orders are tracked by a Price List system, end user information is required for all NASPO sales, and Zetron has a dedicated point of contact in house who approves each order before it may be shipped and submits quarterly reporting on NASPO sales.</p> <p>All of Zetron's Subcontractors/dealers are held to high professional standards. These standards are defined in their Subcontractor Agreement and Channel Partner Agreement. If Zetron finds a subcontractor/dealer to be unsatisfactory we will terminate that company's involvement in the project and reassign the work to a qualified Zetron trained company.</p> <p>Further, Zetron may by written notice, require Subcontractor to stop Services and/or Deliverables at any time, or may terminate the same, if the applicable Contract is terminated for any reason or Zetron is otherwise required to stop work or Customer requires Subcontractor to stop work, and Subcontractor's sole remedy shall be the compensation becoming due hereunder with respect to the Services and Deliverables satisfactorily completed or delivered to the date of stoppage or termination.</p> <p>With respect to adding new Channel Partners, if we find a market that does not have a channel partner, we will recruit the best in the marketplace, train and certify to ensure they comply with the NASPO terms and conditions. Our Territory Managers are constantly improving the Reseller Channel to ensure support in every state and region. After a Channel Partner is chosen, and agrees to perform the duties an agreement is put in place which will lay out all the duties and responsibilities with respect to the NASPO Contract and any state specific contractual obligations.</p>
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Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - 01 Zetron Financial Strength and Stability.zip - Monday April 19, 2021 18:17:02
 - [Marketing Plan/Samples](#) - 02 Zetron Marketing Plan.pdf - Monday April 19, 2021 18:17:19
 - [WMBE/MBE/SBE or Related Certificates](#) - 03 WMBE -MBE - SBE Certificates.zip - Monday April 19, 2021 18:17:49
 - [Warranty Information](#) - 04 Warranty Information.zip - Monday April 19, 2021 18:18:24
 - [Pricing](#) - 05 Pricing.zip - Monday April 19, 2021 18:18:41
 - [Upload Additional Document](#) - 06 Additional Documents.zip - Monday April 19, 2021 18:19:16

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

☒ Yes ☐ No

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

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

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