

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

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Tait North America, Inc., with offices at 1315 W. Sam Houston Pkwy. N., Suite 140, Houston, TX 77043 (Supplier).

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

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

**Article 1:
General Terms**

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

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

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

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

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

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

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

12) Supplier Representations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:

- Maintenance and management of this Agreement;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

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

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

section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

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

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

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

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

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

- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

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

Article 3: Supplier Obligations to Participating Entities

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

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

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

By: Sourcewell

By: Tait North America, Inc.

By: _____
Name: Jeremy Schwartz
Title: Chief Procurement Officer
Date: 8/4/2025 | 6:46 PM CDT _____

By: _____
Name: Kevin W. Sumrell
Title: President - Americas
Date: 8/4/2025 | 2:27 PM CDT _____

RFP 020625 - Public Safety Communications Technology and Hardware Solutions

Vendor Details

Company Name: Tait North America, Inc.

Does your company conduct business under any other name? If yes, please state: Tait Communications

Address: 15352 Park Row
Houston, TX 77084

Contact: Walter Bolil

Email: walter.bolil@taitcommunications.com

Phone: 281-703-0480

Fax: 561-267-3199

HST#: 74-2209324

Submission Details

Created On: Tuesday January 07, 2025 16:38:01

Submitted On: Thursday February 06, 2025 14:22:44

Submitted By: Walter Bolil

Email: walter.bolil@taitcommunications.com

Transaction #: f6047fc4-fb8f-47f2-8207-2ccf4fd9d73c

Submitter's IP Address: 147.243.178.142

Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Tait North America, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Tait North America, Inc., does business as Tait Communications. Tait Communications is a subsidiary of Tait International Limited.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Tait's CAGE code is: OHSL8	*
5	Provide your NAICS code applicable to Solutions proposed.	Tait Communications' NAICS code is: 423690	
6	Proposer Physical Address:	1315 W. Sam Houston Pkwy N Suite 140 Houston, Texas 77043	*
7	Proposer website address (or addresses):	www.taitcommunications.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Kevin W. Sumrell, President Tait Americas Kevin.Sumrell@taitcommunications.com 1+ (713) 252-3157 1315 W. Sam Houston Pkwy N Suite 140 Houston, Texas 77043	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Walter Bolil, Sales Contract Director Walter.Bolil@taitcommunications.com 281-312-4959 1315 W. Sam Houston Pkwy N Suite 140 Houston, Texas 77043	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Cornelia Van Herel, Director Bids & Proposals Cornelia.vanherel@taitcommunications.com 346.733.0329 Cindy Langston, Bids & Proposals Director Cynthia.Langston@taitcommunications.com 832.589.3646	*

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

Line Item	Question	Response *	
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Tait Communications is a leading manufacturer of radio communication solutions. For over 55 years, Tait has applied its expertise in mission-critical communications, delivering some of the most advanced P25, DMR, and analog radio systems to cities, counties, and critical infrastructure organizations across the United States and around the world with an emphasis on enhanced safety and improved efficiency of the workforce. As demands on Public Safety organizations increase, so do the challenges on effective and reliable communications solutions. Tait Communications provides truly "seamless" unified communications solutions across LTE, LMR, Wi-Fi, and satellite for a myriad of personnel and vehicular use cases. Tait's reputation is built upon a history of going above and beyond for its customers to meet their needs with innovative, well-architected, mission-critical communications solutions. Key to this success is our focus on: • Providing expertise to assist our customers find the best communications solutions for their business needs. • Interconnecting networks by way of our commitment to open standards. • Investing in R&D to create innovative products and solutions. • Engaging with industry-leading partners and suppliers to achieve the best customer outcome. Our ownership structure is a further testament to Tait's commitment to our customers. Tait is majority owned by a charitable trust that shares our operating profits across three investment streams: research and development, regional reinvestment, and education. Tait's operating model enables us to maintain an independent, stable and long-term presence in the industry, singularly focused on developing world class communication solutions. Tait core values: 1) Commitment to listen: We know that one size does not fit all. We listen to your unique needs and design solutions that enable clear communication, both now and in the future. 2) Courage to act: We push technology forward, innovating and experimenting to create communication solutions that exceed your expectations, but not your budget. 3) Integrity to deliver what we promise: We don't hide behind contracts or charge hidden fees. We work hard to guarantee your satisfaction, then we stand beside you for the life of your network. Today our customers operate in more diverse and challenging environments, characterized by overlaid communications technologies and an increasing use of data and analytics. To address these challenges, Tait has developed and introduced the Tait Axiom platform which integrates critical communication systems with the latest technology, converging diverse technologies like LMR, LTE and Wi-Fi, based on open standard protocols that you can expand with your needs. We're passionate about the future of critical communications. We love solving problems and approach each one with innovative, customer-focused thinking. Our aim is to be cutting edge, to give customers reliable tools that provide positive change to the way their organization works. Our vision is to create safer, more proactive organizations by redefining the boundaries of critical communications. As a trusted global leader in mission-critical communications, Tait is committed to providing reliable, secure, and innovative communications solutions for public safety agencies that are open standards based, high-performance, scalable, and cost-effective. First responders and critical infrastructure organizations worldwide trust our solutions.
12	What are your company's expectations in the event of an award?	If awarded a contract with Sourcewell, Tait will collaborate with Sourcewell to educate Tait's direct and indirect sales channels on how to promote and maximize Participating Entity's use of the Sourcewell contract. Tait's training will include instruction on compliance with the Sourcewell terms and conditions. Tait has over 200 channel partners in the U.S. and Canada, but there no contract vehicle in Canada comparable to the Sourcewell contract. Thus, Tait looks forward to leveraging this contract and the relationship with Sourcewell to sell Tait products and services within the Canadian market. Working with the Tait marketing team, we would expand the visibility of this contract at trade shows, dealer events, and our newsletters and blogs, leading to more opportunities for both Sourcewell and Tait.

13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Tait has attached its 2023 Audited Financial Statement.	*
14	What is your US market share for the Solutions that you are proposing?	Tait's U.S. market share for our proposed solutions vary by solution and is estimated to be less than 7% of total market.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Tait's Canadian market share for our proposed solutions vary by solution and is estimated to be less than 7% of total market.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Tait is a manufacturer that sells, designs, deploys and supports its own portfolio of radio communication products and systems. Tait Direct and Indirect Sales & Support Team: Tait currently employs 5 channel managers in support of over 200 channel partners/dealers and 3 business development managers focused on direct sales, all dispersed regionally throughout the United States and Canada. They cover all 50 states, Canada, Puerto Rico, and the Virgin Islands. Tait additionally employs a Canadian country manager based out of the Greater Toronto Area who supports both direct and indirect customers within that market. Finally, Tait also has strategic account managers who handle key accounts with a specific focus on large investor-owned utilities, as well as the mining and transportation verticals and customers purchasing through cooperative purchasing agreements. Tait Service/Support Team: Tait directly employs a service force of trainers and field and project engineers who assist in commissioning, training, and general service and support of Tait customers in North America. In addition, Tait has a staff of 4 support team members in the U.S. who respond to phone and email support inquiries from 8am-5pm, 5 days a week. This online support is free and separate from our support contracts. In addition to Tait support team members, Tait's channel partners bring an additional 500 service technicians supporting and maintaining Tait radios and infrastructure throughout North America. Dealer Network: Tait has a national distributor and a vast network of over 200 dealers in the U.S. and Canada who purchase, resell, install and maintain Tait radio components and systems, as well as other products Tait resells from others.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Compliance Tait Communications is committed to ensuring that all products comply with the regulatory requirements of its' markets. Quality is at the core of the Tait philosophy and core manufacturing processes are certified to meet the stringent requirements of ISO 9001:2015. Tait is also committed to the Environment, certified to ISO 14001:2015, to Safety, certified to ISO 45001:2018, and to Information Security, certified to ISO 27001:2013. Tait requires the following professionals on staff: - Professional Engineers (P.E.) on staff to approve RF system coverage design. - Cisco Certified Internetwork Expert (CCIE) - Certified Information Systems Security Professional (CISSP) - PMP Certified Project Managers Tait meets these requirements.	*

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	2024 Christchurch Energy Champion, Leadership in Energy Efficiency Tait was named winner of the Christchurch Energy Champion award, in recognition of its leadership in energy efficiency and innovation during the Christchurch rebuild. Tait Communications was recognized for its new high-tech campus at the prestigious EECA awards ceremony held at the Auckland Museum on Wednesday, 28 May. 2023 APCO Technology Award, Village of Melrose Park, Illinois, The Village of Melrose Park in Illinois, USA for winning the APCO 2023 Technology Leadership Award for their Enterprise Dispatch & Interoperability Project! The solution connects their Tait DMR Tier 3 network into the state P25 system and a variety of other analog channels and broadband services, delivered by Alpha Prime Communications, a Tait and Omnitronics dealer. 2106 NZ GovHack Award A team of Tait software engineers has won an award at the GovHack NZ event creating an application that uses public information to improve travel routes. Taking their name from Tait founder Sir Angus Tait, "Team Angus" consisted of Senior Design Engineers John Carter, Daniel Hughes and Alexander Zinovyev. Their award winning concept employed available public data from Google Maps, the Transport Agency and City Council to "give personalized information for a customer's journey that makes the trip predictable, enjoyable and interesting." 2012 APEX Award from Utilities Telecom Council The robustness of MiMOMax's IP linking was put to the test in 2011 during the 6.3 magnitude earthquake in Christchurch, New Zealand. Orion, the country's leading electricity provider, has a private network which survived the natural disaster, and allowed personnel to start energy restoration while maintaining communications in the field. "After the earthquake, when public access systems were overloaded and some microwave linking solutions were knocked out of alignment, radio worked. Radio worked when other systems failed [thanks to the IP linking solution]," stated Paul Daigneault, Managing Director, MiMOMax. This was crucial in getting both Orion and the entire community up and running after the earthquake. The great success of this communications network – that utilizes a hardened MiMOMax UHF IP linking solution – was recently recognized by the Utilities Telecom Council (UTC) with the award of the prestigious Apex Award for 2012. "Because our wireless links operate in licensed UHF frequencies and have relatively wide-beam antennas, antenna towers can be skewed up to 45 degree angles and still remain functional," explains Neville Digby, Senior Systems Engineer at Orion. This proved very useful after the earthquake changed the Christchurch landscape. Digby adds that the earthquake "...simply confirmed our choice of UHF IP linking as a mission-critical solution. There was, and still is, no other alternative"	*
21	What percentage of your sales are to the governmental sector in the past three years?	Tait's percentage of sales in the governmental sector for the past three years is approximately 70% of its total sales.	*
22	What percentage of your sales are to the education sector in the past three years?	In the past 3 years, Tait's sales to the education sector have doubled over this time as our product range has expanded to better fit the needs of our education customers. We expect that number to continue to climb significantly with recent awards to higher education and local independent school districts.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Tait has two (2) state cooperative purchasing agreements in place with the following entities: • Houston Galveston Area Council (HGAC) • NASPO Value Point • NASPO participating addendums are in place with the following states: HI, CA, WA, OR, ID, OK, AR, IL, IA, MO as well as numerous municipal entities. The annual sales for each of these contracts is approximately \$200K-\$300K.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Tait does not currently hold a GSA contract. However, Tait does have an award from the U.S. Dept of State, which is a five year, not to exceed \$36M IDIQ award for their global radio infrastructure refresh. Tait sales against that IDIQ award vehicle exceeded \$2.5M in year one.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Sonoma County Sheriff's Office, California	Terry Adair – Senior Telecom Technician	(707) 565-2677	*
Village of Melrose Park, Illinois	Philip Schwarz – Police Chief	(708) 683-0000	*
Lancaster County, Pennsylvania	Brad Shenk – Radio System Manager	(717) 664-1303	*

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

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

Line Item	Question	Response *	
26	Sales force.	Direct Sales: Tait employs five (5) Business Development Managers focused on direct sales, dispersed regionally throughout the United States and Canada. The 3 Business Development Managers cover all 50 states, Canada, Puerto Rico, and the Virgin Islands. Tait also employs Strategic Account Managers responsible for managing key accounts with a specific focus on large investor-owned utilities, as well as the mining and transportation verticals and state and local government sales. Indirect Sales: Tait currently employs four (4) Channel Managers and two (2) inside sales representatives supporting over 200 Channel Partners positioned across the United States. Canada: Tait's Canadian Country Manager is based out of the Greater Toronto Area and supports both direct and indirect customers within that market. The sales force includes a dynamically assigned team of twelve (12) Pre-Sales Engineers who provide technical oversight for customer sales for both direct and indirect sales teams during the sales process.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Tait contracts with national distributors in both the United States and Canada to support a vast network of over 200 dealers who purchase, resell, install and maintain Tait radio components and systems, as well as industry related products Tait utilizes from third party partners. All of Tait's channel partners are part of the One Tait Dealer Program, organized around our 3 core values: • Commitment to Listen • Courage to Act • Integrity to Deliver We integrate these core values into our One Tait Dealer Program and expect our channel partners to adhere to them. By encouraging these values, we can exceed customer expectations with the way we conduct business, share our expertise, and deliver world-class critical communications solutions. The One Tait Dealer Program is comprised of five membership levels incorporating benefits and rewards. Details of the entire program can be found on the One Tait Dealer Program Handbook attached.	*
28	Service force.	Tait Service Force: Tait directly employs a service force of trainers and field and project engineers who assist in commissioning, training, and general service support of Tait customers throughout North America. Tait Online Support: In addition, Tait has a staff of 4 support team members who respond to phone and email support inquiries from 8am-5pm, CST 5 days a week. This online support is free and separate from "for fee" support contracts. Channel Partner Support: Inclusive of our indirect channel partners, Tait has over 500 service technicians supporting and maintaining Tait radios and infrastructure throughout North America.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Ordering from Tait Price Book: To place orders from the standard Tait price book items, simply contact a Tait distributor or dealer. A complete list of Tait's U.S. and Canada based channel partners can be found here: https://www.taitcommunications.com/find-a-dealer Ordering Large System: Requests and orders for a large Tait radio system can be quoted directly through Tait. A sales inquiry can be initiated through the Tait website: www.taitcommunications.com or by contacting the Sales Contract Director, Walter Bolil: walter.bolil@taitcommunications.com. Dealer/Distributor Order Process: Sourcewell participating entity simply submits a Purchase Order through their local Dealer, who in turn places an order on Tait. Tait will respond to the Distributor/Dealer Order within 48 hours with an order confirmation and shipping date for standard price book products. Some assumptions and expectations are outlined below: a. Purchase Orders should include the Tait Sourcewell contract award number. b. For Intrinsically Safe (IS) products, the end Customer bears the responsibility to ensure the IS rating of the Product is appropriate for the end Customer's required conditions of use as set out in the Terms and Conditions of Sale. c. Tait distributors or dealers must communicate the Sourcewell compliance requirements to the end Customer, including applicable discounts and other contract terms.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer Service & Support Process: Products with Service Agreement: Products purchased together with a Tait service agreement include predefined Service Levels applicable for the specific order. Service/Support for products without service agreement: For products purchased without service agreements, Tait's first line of service/support is provided by the applicable distributor/dealer that processed the Sourcewell Participating Entity (SPE) order. Tait further supports its distributors/dealers as they provide the direct local customer service and support for SPE. Customer service response times depend on the product or system involved and aligned with the customer's requirements. Tait recommends Sourcewell Participating Entities (SPE) maintain spare equipment. For products requiring Repair Materials Authorization (RMA), the SPE will initiate the RMA request directly from the distributor/dealer that processed the order. Tait provides the distributor/dealer with a Tait RMA which is to be delivered to the SPE with shipping instructions. Authorized RMA products will be shipped directly to Tait's Houston, Texas Repair Center and returned directly to the SPE.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Tait is able, willing and enthusiastic to provide our products and services to any Sourcewell Participating Entities in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	As stated above, Tait is able, and enthusiastic to provide our products and services to any Sourcewell Participating Entities in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None. Tait can serve all geographic areas of North America.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Tait does not plan to restrict any Participating Entity's access to or use of the Sourcewell Agreement.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions in Alaska or Hawaii but in Puerto Rico, all P25 sales must be processed through our local channel partner North Sight Communications	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Tait will extend the terms of any Sourcewell Agreement to eligible nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Tait Communications is committed to effectively promoting the Sourcewell IDIQ contract vehicle to key government and enterprise decision-makers. Our marketing strategy includes, but is not limited to, the following key elements: Targeted Outreach and Organic Digital Campaigns We will engage in direct outreach to government agencies and large enterprises, highlighting the benefits of utilizing Tait's Sourcewell IDIQ contract vehicle. This outreach campaign will include email and targeted online advertising across platforms like LinkedIn and key industry websites, driving awareness of the Tait Sourcewell partnership. Tait Dealer Webinars Tait will host informational webinars for our dealer community, One Tait Dealer Program, to explain how the Sourcewell IDIQ vehicle can streamline procurement and development. These sessions will detail the process of accessing services and products through Sourcewell, engaging key stakeholders with the ease and flexibility the contract provides. Strategic Partnerships and Trade Shows We will collaborate with industry partners and consultants to expand the reach of the Sourcewell IDIQ contract vehicle. Our efforts will include participation in trade show events where we can showcase the value of partnering with Tait through Sourcewell. Content Marketing and Case Studies When opportunities arise, Tait will develop case studies and content demonstrating the success of our solutions through the Sourcewell IDIQ vehicle. By showcasing real-world applications, we will emphasize the efficiency and cost-effectiveness agencies can expect when leveraging Sourcewell for their procurement needs. This multi-pronged strategy ensures that Tait Communications effectively promotes the Sourcewell IDIQ contract, helping agencies and organizations understand the full value of this opportunity.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Tait Communications uses advanced technology and digital data to optimize the promotion of the Sourcewell IDIQ contract vehicle, including but not limited to: Targeted Digital Advertising Our marketing team is adept with the usage of data insights to run targeted campaigns on platforms like LinkedIn and Google Ads, reaching key decision-makers in government and enterprise sectors. Retargeting strategies help keep prospects engaged and informed about the Sourcewell contract. Social Media Engagement By analyzing social media metrics, we adjust our messaging to enhance reach and engagement on platforms like LinkedIn. Real-time interactions allow us to engage with prospects and highlight the benefits of the Sourcewell contract. Website Analytics and SEO Our marketing team is capable of tracking user behavior through tools like Google Analytics to optimize landing pages and improve search engine visibility for Sourcewell-related content, ensuring high discoverability. CRM and Email Automation Using CRM data and email marketing automation, we tailor our outreach to prospects and track engagement metrics to refine campaigns and prioritize high-potential leads. By leveraging technology and data, Tait enhances marketing effectiveness, ensuring targeted and efficient promotion of the Sourcewell IDIQ contract.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Tait's expectation is that we will collaborate with an intention to grow sales with Sourcewell and to train and educate users on how to use and maximize the value of this agreement to Tait's field sales team, customer support team, and to our Canadian and U.S. based channel partners. As noted above, integrating the Sourcewell agreement into our sales process will be a combination of marketing awareness campaigns, posting a notice and links to the award on our website and One Tait Dealer Portal, as well as in person training by our channel management team on how to quote and submit compliant orders. Tait will also integrate training on Sourcewell during our monthly "Under the Hood" webinars highlighting new products, new marketing initiatives, and sales processes to educate our North American channel partner network.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Tait does not currently use an e-procurement process but is considering deploying one soon to address commercial customers who do not require traditional direct sales engagement.	*

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

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training on Tait products and services can be accomplished a number of ways: classroom instructor led classes, virtual training over the internet led by engineers or sales members, and self-paced/self-directed training. All training is optional but highly recommended if new to Tait or building a full radio system. Tait's P25/DMR training course catalogs are attached and can be delivered both in person or virtually as the customer requires. Classroom led instruction is a for fee service and can be quoted upon request. Tait offers extensive training resources for our channel partners via Learn at Tait, accessed through our One Tait dealer Portal. Both technical and sales training are available at no charge via Learn at Tait, it is a critical part of our sales enablement strategy for the channel partners. All Sourcewell participating entities can also access the Tait Radio Academy (www.taitradioacademy.com) The mission of the Tait Radio Academy is to give the world free educational content about critical communications and is unique in the industry. Tait offers a variety of training programs for our Tait LifeX multimedia dispatch console. Tait channel partners and customers are able to attend on-site and remote sessions regarding technical training (installation, configuration, maintenance and support) of the Tait LifeX system, as well as training for system users.
42	Describe your proposed solutions integration and interoperability capabilities with other communication and technology components.	Open Standards Interoperability Open standards such as P25, DMR, TCP/IP and LTE offer you freedom of choice and avoids the pitfalls of proprietary hardware and software. Tait has earned a reputation as a vendor with genuine support for standards-based solutions. We advocate industry standards and play an active part in designing, refining and implementing those standards. Open standards offer numerous benefits, including; • Ability to communicate with partner agencies and organizations, • Value for money through competitive procurement, • Value throughout the life of your investment, not locked into a single vendor, able to choose the right mix of equipment for the job • Ecosystem of complementary solutions and applications (such as Tait Technology Partners that also support open standards and multi-vendor compatibility). Membership to Associations Tait is committed to promoting in all respects open-standards and is an active member of the following industry organizations: • Telecommunications Industry Association (TIA P25) • European Telecommunications Standards Institute Charter Member (DMRA – DMR) • Public Safety Technology Interest Group (PTIG) • Enterprise Wireless Alliance (EWA) • Utilities Telecommunications Council (UTC) • Association of Public Safety Communications Officials (APCO) Our activity in these organizations is designed to facilitate radio communications industry best-practices, utilizing open standards. Dispatch consoles are designed to be the focal point for integrated interoperable voice communications with multiple radio networks and users. The Tait LifeX platform addresses this critical need and provides customers with the ability to seamlessly connect with P25, DMR, LTE radio systems and protocols (P25 CSSI/DFS, analog, AIS, ED-137), as well as utilize telephony and multimedia data (live streaming of video, instant messaging/chat) for collaborating and communicating. Tait LifeX also leverages commercial off the shelf hardware and software, eliminating the need for proprietary hardware/software for core system components, and has an open API to enable integration of other customer applications within the Tait LifeX platform.
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Tait has environmental engineering design processes and checks-and-balances in place when designing new products. These processes are facilitated and ensured by maintaining ISO14001:2015 certification for Tait's Christchurch manufacturing facility, covering the design and manufacture of our products. Tait is conscious of global ESG initiatives and contributes to this effort, as an example our enhanced product packaging policy removes foam inserts and in place uses paper/water compressed inserts that are biodegradable. In general, this is a continuous and evolving commitment within Tait and aligns with other global industry efforts to reduce our carbon footprint.

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Tait has received specific compliance documents and test reports related to energy efficiency from the DoE, CEC, and NRCAN for Tait portable radios, batteries, battery chargers, and Intrinsically Safe products can be provided upon request. Tait is also open to becoming certified as a part of the State of Minnesota e-steward program (Producer Responsibility Program) if Sourcewell requires. Tait is committed to working with third-party technology partners who uphold the highest standards of compliance and sustainability. Our partners adhere to all relevant regional compliance requirements, including but not limited to CE, FCC, Safety compliances, RoHS, and WEEE regulations, ensuring that their designs and manufacturing processes meet or exceed industry standards. Additionally, our technology partners demonstrate environmental responsibility by acting in a "green" manner, such as recycling e-waste and reducing their carbon footprint, in alignment with global sustainability efforts. Many of our partners also hold internationally recognized eco-labels, ratings, or certifications, which further reinforce their commitment to environmental stewardship. To become a technology partner and fully benefit from the advantages of our global presence, potential technology partners must meet specific eligibility criteria. These criteria ensure that all Tait technology partners uphold the same high standards of compliance, quality, and environmental responsibility" https://www.taitcommunications.com/about-us/technology-partners
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Unlike many in the communications industry, Tait is unique in that we are not a publicly traded company or owned by private equity. We are a privately held company, dedicated to providing state-of-the-art communications solutions that are customer driven. This also allows Tait the ability to be nimble as market conditions change, and make key investments in innovation, as well as manage risk, without impacts from external shareholders. Tait is accountable to its employees and customers. Our ownership structure is a testament to Tait's commitment to our customers. Tait is majority owned by a charitable trust that shares our operating profits across three investment streams: research and development, regional reinvestment, and education. Tait's operating model means we are an independent, stable and long-term presence in the industry, singularly focused on developing world class communication solutions. Tait is also unique in our industry in that we are a manufacturer of radio system components, and do not offshore our core manufacturing to other countries. This allows us to maintain control of product design, development and manufacturing under the same umbrella. Tait LifeX Multimedia Dispatch Console The way Sourcewell's customers communicate internally and externally is changing. While legacy "voice-only" dispatch consoles have served their purpose well, with the introduction of smart phones, users of these systems have come to expect more. Tait LifeX addresses this need by providing enabling radio and telephony voice communications in use today, and enhanced multimedia (live, video streaming, text/IM, and data) for increased communication and collaboration between dispatch/operations centers and field personnel. In terms of the unique features of Tait LiveX, the system: • Can be accessed via any device at any time via a traditional web browser interface enabling remote worker features and access. • Provides both hardware and software redundancy in its core, providing industry leading uptime and resiliency required for mission critical communications. • Can be delivered as a single tenant with multiple users, departments and roles, or as a multi-tenant solution with many separate agencies sharing a single system. This capability makes it an excellent choice for multiple public safety agencies wanting separate radio communications but also enables the ability to share system costs between a group of agencies. • Includes an optional long term multimedia recorder, enabling the capture and replay of video, voice, text and data communications for events, making it easier for data collection and aggregation to support after action reports for key events/incidents. • Locates and enables PTT communication with first responders from its map-based interface. As an example, should a radio user's man down function or button be triggered, the user can be quickly located and communicated with using PTT capabilities from the map in order to provide immediate assistance. • Provides an open API for integration of other agency applications with the Tait LifeX platform, enabling a unified communication experience versus having dispatchers manage multiple applications, screens and peripherals (monitors, keyboards, mice, etc.). Client Specific Development (CSD) Tait customers have many different needs, and in some cases, these may not be

satisfactorily addressed by the functionality and configurability of our mainstream products and integrated solutions. Tait offers the Client -Specific Development service to tailor solution elements to fit individual customer needs. A defining characteristic of the service is the application of development engineering expertise for unique customer requirements, rather than a broad market-based solution. Examples:

- Transportable repeaters to improve radio coverage
- Customized functionality/applications to improve worker safety in field
- Customized system operation to expedite radio system deployment & minimize downtime during migration

Digital Fixed Station Interface (DFSI) Monitoring (A CSD Project)

The DFSI monitoring tool allows observation of the health of a channel group, validating rx signal, steering, and selective tx control. The tool also provides audio testing and passing audio from within the application. This enables more efficient monitoring, as well as reduced effort in troubleshooting via receive and transmit status indicators and enhanced selectivity on conventional voted radio systems.

TB9400 base station

The Tait TB9400 base station is a world class product known for the following unique characteristics:

- Ease of migration

To ensure a smooth migration from Analog to P25 or DMR, the TB9400 features Analog-Simulcast IP, P25 Phase 1, P25 Phase 2, DMR Tier 2 and DMR Tier 3.

- Reliability you can depend on

The TB9400 is MIL-STD designed and tested for reliability to mitigate network outages. With its intelligence and reliability, the TB9400 base station is the cornerstone of a Tait P25 Phase 2 system: helping to keep your staff safe and your organization running to its full potential.

- Efficient network management

The TB9400 features remote management and monitoring options including inbuilt diagnostics and access level control, multiple user accounts, remote fault diagnosis, and detailed alarm monitoring and management via IP.

- Flexibility

The TB9400 operates in 700/800MHz, VHF and UHF bands. Its modular design and IP connectivity provide flexibility in network design and scalability, allowing your network to easily expand to suit the needs of your organization.

- Secure communications

The extensive remote management and monitoring options supported by the TB9400 have a focus on security, ensuring data and communications remain confidential.

- Open standards compliant

Designed for mission-critical operations, the TB9400 is open standards compliant, ensuring interoperability with other agencies and enabling greater choice for a mission-critical communications solution to best meet your requirements.

- Customization

Control, customize, and enhance base station operations with TaskBuilder, by creating rules that extend the functionality of the base station. Rules can control channel changes, digital outputs, timers, and alarms, based on events and external signals.

Below are the unique advantages that set the Tait TB9400 apart from competitors:

1. Versatile and Sustained Investment
 - Multi-Protocol Supports Reusability: The Tait TB9400 base station supports a range of communication protocols, including simulcast, analog, DMR II, DMR III, P25 conventional, and P25 trunking modes (when licensed accordingly). This flexibility allows you to adapt to evolving needs without replacing the entire system. Hundreds of cities and counties around the world have adopted the TB9400 for its reusability feature, allowing Tait base stations to be easily repurposed when additional communication resources are needed to meet changing organizational priorities, thereby safeguarding your investment.
 - Easy Migration: The base station's ability to support multiple protocols and base stations in a consistent rack footprint simplifies migration and scaling to match the growth of any customer's system needs as they evolve over time.
2. Simplified and Lower Cost Maintenance
 - Modular Configuration: The TB9400 features a modular design, which means that if a particular module (e.g., power or receive module) fails, only that module needs to be replaced. This results in reduced maintenance costs, faster repairs, and minimal downtime, as you can keep spare modules on hand instead of entire base stations.
 - Integrated Spectrum Analyzer: The base station can be managed remotely and includes a built-in spectrum analyzer, eliminating the need for costly external hardware, reducing the number of components requiring maintenance, and increasing reliability of the system. This allows a technician to know in advance what the issues are rather than discover upon arrival
 - Local Display: Each base station has a local alphanumeric display that shows the

corresponding channel name or agency, ensuring easy, secure, error proof channel information.

- **Dual Power Supply:** When properly equipped, the base station can function with an integrated auto-switch AC and DC power supply. This design ensures that maintenance of your battery system can be performed without causing downtime to the overall system.

3. Optimized Rack Space Usage

- **Space-Efficient Design:** The Tait TB9400 is designed to maximize space efficiency. Each chassis can hold up to four receivers, allowing for more compact installations and reducing the overall system footprint and operating costs.
- **Dual Base Station Configuration:** When configured properly, a single chassis can house dual 50W base stations simultaneously operating on different protocols (e.g., P25 and DMR) side by side, offering a versatile and cost-effective solution for systems supporting multiple communication standards or user groups.
- **Air Cooling.** Front to back air cooling allows for safe stacking within rack space, for economy of rack space.

4. Web-Based Programming

- **Ease of Configuration:** The TB9400 features a web-based programming interface, meaning no special proprietary software is required. This ensures easy configuration, reduces reliance on specialized training, and simplifies ongoing system management.

TP9900 Multiprotocol Multiband Radio

Tait's TP9900 significantly improves community safety outcomes with enhanced interoperability between first responders, schools, utilities, and other public safety organizations with the following capabilities:

- **Maximum Connectivity**

Connect to the range of networks in current operations or future technology migrations: Conventional Analog, P25 Conventional Digital, P25 Trunking Phase 1 and Phase 2, DMR Tier 2 and Tier 3. Integrated GNSS enables Location Services options, Bluetooth® for wireless voice accessories and Wi-Fi OTAP are supported. Analog signaling includes Two Tone decode, MDC1200, PL (CTCSS), DPL (DCS), and Selcall.

- **MultiBand Connectivity**

The TP99 is a Multiband radio covering VHF, UHF 7/800 and the 900 Bands. During the ordering process there is no need to specify which band is to be used, except for selecting the appropriate antenna. Thus the radio is active in all bands based on configuration and the , and deciding on single band, Dual Band or Multiple Band license.

- **Enhanced Worker Safety**

Man Down and Lone Worker features are included as standard to send automated safety alerts and can combine with location data and Tait GeoFencing software options to guide an effective response. The programmable Emergency key can also send these safety alerts manually. Enable eyes up operation with voice annunciation of radio settings and battery levels.

- **Rugged, Lightweight Design**

Experience the most compact multiprotocol, multiband portable radio on the market with up to 19 hours shift life in TDMA mode in a highly reliable Tait Tough design built to withstand rough treatment in harsh environments.

- **Secure Communication**

Ensure only authorized personnel can hear your communications with end-to-end encryption management options, FIPS 140-2 certified module, AES, DES and ARC4 algorithms, all provisioned with the Tait EnableProtect Key Fill Device or Key Management Facility.

- **Ergonomic User Experience**

The TP9900 is designed for easy use in emergency situations, with ergonomic, easy-grip controls; four programmable function keys and a three-way selector; and a range of accessories to tailor your experience.

- **Exceptional Audio**

Hear and be heard even in the most extreme environments, with a powerful 3W speaker, and dual microphone active noise cancellation that removes background noise in both analog and digital modes.

- **Proven P25 & DMR Interoperability**

Enable multi-agency response and multi-vendor compatibility for voice, data and encryption methods – the TP9900 is designed to meet the TIA-102 P25 Compliance Assessment Program and the DMR ETSI standards for interoperability.

Tait Axiom Broadband Solutions

The TAIT AXIOM mobile and wearable products integrate critical communications systems with the latest technology, converging diverse technologies like LMR, LTE, and Wi-Fi. By converging multiple networks, devices and applications, Tait provides simple, secure, and flexible solutions to improve safety and efficiency for your organization.

Tait supports open 3GPP standards for Mission Critical Push-to-Talk (MCPTT) and provides

	platforms that you can build on over time to leverage your investment, delivering value now and in the future.
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		☒ Yes ☐ No	See Tait Supplement to Section 5B for Certifications at WMBE Documents	*
47		Minority Business Enterprise (MBE)	☐ Yes ☒ No	N/A	*
48		Women Business Enterprise (WBE)	☒ Yes ☐ No	Prairie Mobile Communications - Canadian Advanced Communications & Electronics, Inc. See Tait Supplement to Section 5B for Certifications at WMBE Documents	*
49		Disabled-Owned Business Enterprise (DOBE)	☒ Yes ☐ No	Radio Communications Management See Tait Supplement to Section 5B for Certifications at WMBE Documents	*
50		Veteran-Owned Business Enterprise (VBE)	☒ Yes ☐ No	Stolz Telecom, Tait Dealer Radio Communications Management Allcan Distributors Inc. - Canadian See Tait Supplement to Section 5B for Certifications at WMBE Documents	*
51		Service-Disabled Veteran-Owned Business (SDVOB)	☒ Yes ☐ No	Stolz Telecom, Tait Dealer Radio Communications Management See Tait Supplement to Section 5B for Certifications at WMBE Documents	*
52		Small Business Enterprise (SBE)	☒ Yes ☐ No	Stolz Telecom, Tait Dealer Radio Communications Management Advanced Communications & Electronics, Inc. See Tait Supplement to Section 5B for Certifications at WMBE Documents	*
53		Small Disadvantaged Business (SDB)	☒ Yes ☐ No	Radio Communications Management See Tait Supplement to Section 5B for Certifications at WMBE Documents	*
54		Women-Owned Small Business (WOSB)	☒ Yes ☐ No	Prairie Mobile Communications - Canadian Advanced Communications & Electronics, Inc. See Tait Supplement to Section 5B for Certifications at WMBE Documents	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
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55	Describe your payment terms and accepted payment methods.	Payment is due net 30 days from invoice date. Payments can be made via check, credit card, ACH, or P-Card. There are no additional payment fees. A late payment charge of 1.25% may be added to all past due accounts. This charge covers the cost of recordkeeping requirements arising from failure to make timely payments	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Leasing/Financing Tait works with established leasing companies in the government sector to provide options for Sourcewell participating entities. Government Capital: website https://www.govcap.com/ Government Capital Corporation offers a broad range of public financing solutions to the municipal marketplace and provides financial solutions tailored to our client's specific needs. Unlike many financial institutions who only understand commercial credit, we thrive on understanding the unique nature of the various types of issuers we represent (e.g. cities, counties, schools, hospitals, special districts, etc.) and the various legal borrowing authorities unique to each. Additional Options Alternatively, some of our customers find the following resources useful: Grant writing services – via our partnership with Lexipol to offer grant funding to qualified authorities available to all participating entities purchasing Tait equipment customers. Lexipol offers the following: Custom Comprehensive Grant Assistance More than \$600 billion in nationwide grants are available to public safety agencies and local government each year. But it can be difficult to navigate through the grant process. Few agencies have grants experts on staff, or the time to research opportunities and develop grant applications. Lexipol's pre-award grant services provide customized solutions enabling applicants to tap into federal, state and private grants. They offer three unique grant solutions: • GrantFinder is a grant database search tool • Grant Writing Services for stand-alone projects and programs • Grant Assistance Platform program for applicants in need of support for multiple projects and programs on an annual basis A team of expert grant writers, researchers and project managers is invested in helping the local government community. Lexipol helps customers build customized grants.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Tait uses the following standard transaction documents: Order Form Standard Warranty Software Warranty Standard Template for Tait Support Agreement Return Materials Authorization Form (RMA) Advanced System Key Request Form Tait Enable Software Suite Forms For customers requiring detailed Support Agreement with specific Service Level Agreements (SLA) beyond what the standard warranty covers, these can be addressed using a customer specific Tait Support Agreement.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	The P-card is acceptable and there is no additional fee for Sourcewell participating entities.	*

59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Tait's pricing model is by line item. The US and Canadian Customers have separate price lists in local currency. For Price Lists, please see attached the "Pricing Documents"	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Tait will offer a pricing discount from List Pricing Participating entities purchasing through Sourcewell are offered the following discounts: Tait Manufactured Core Products – 28% P25 infrastructure and terminals DMR infrastructure and terminals AS-IP Conventional Infrastructure Tait Developed Applications such as EnableSuite Products Tait Manufactured Other Products- Axiom products -15% Tait LifeX products 15% TP2210 Portable range -10% Minimum Order Quantities Apply Original Equipment Manufacturer (OEM) Products (non-Tait manufactured) – offered at List Price RFI equipment - for antennas, combiners, coax cables For specific product pricing please see the Attached "Price List" which has itemized information. For detailed Product Catalogs, please see attached the "Additional Documents" Professional Services	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Tait may offer volume or special promotional pricing, and these will be extended to Sourcewell participating entities when available.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Pricing available upon request.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Where a request for a quote includes Professional Services, such as Training, System Design, Coverage Analysis, or other services, those Professional Services will be included in the Participating Entity's quote. Exclusions will be clearly identified.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	For any freight fees discussed in this section, fees will be the responsibility of the distributor or dealer, who may pass those fees to the end customer. Equipment Purchase Freight Equipment will be shipped by Tait to the specified Distributor, Reseller or end Customer address on the Purchase Order. Term of Sale will be Carriage and Insurance Paid – CIP (INCOTERMS 2010). Tait will pay all transportation costs and any costs associated with bringing the goods to their final destination (including insurance, import duties, and import taxes.), and recharge these costs to the Distributor or reseller. Tait is responsible for loading of the goods on collecting vehicles and clearing them for export and import. If expedited shipping is requested, the Distributor pays the difference of standard shipping and requested transport.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Delivery is available for these areas. Contact the distributor/dealer teams for a quote. For Tait direct orders please contact Tait for a quote.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Delivery is available for unique distribution. Contact the distributor/dealer teams for a quote. For Tait direct orders please contact Tait for a quote.	*

67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Tait conducts formal audits every other year, as well as self-auditing via standard order entry checklists to ensure order accuracy. All orders using cooperative agreements (like Sourcewell) have the contract award number referenced on the sales order to track contract compliance. Tait and their distribution partners will run monthly or quarterly reports to capture data to ensure Sourcewell pricing discounts are properly applied, and administrative fees are accurately calculated and paid.	*
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Tait will track the following metrics to determine success: • Top line gross sales • Sales by product • Sales by region/country • Sales by vertical segment	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Tait offers an administrative fee of 1% percent on total sales through this contract.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	See Pricing	*

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

Line Item	Question	Response *
71	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Tait provides two-way radio infrastructure and terminals, and associated products and services based on industry standards. These products conform to the P25 TIA and ETSI DMR as well as Analog Conventional. Within the TIA P25, Tait provides P25 Conventional and Trunked Phase 1 and Phase 2, stand-alone, Multi-Site as well as Simulcast system. Within the ETSI DMR standard, Tait provides both DMR Tier 2 and Tier 3 products in stand-alone, multi-site, and simulcast. Tait also provides convergence (Broadband and LMR) products under the Axiom portfolio as well as Dispatch consoles under the Tait LifeX portfolio. The Tait AS-IP (analog simulcast IP) infrastructure is an excellent example of our unique solution capabilities. This solution is the base infrastructure platform from which a customer can build a future P25 or DMR system, without having to replace hardware. Most industry solutions require physical hardware and software replacement (which cannot be repurposed or reused), to move from one land mobile radio technology to another. The Tait solution, built upon the highly flexible TB9400 base station, only requires software replacement/upgrades without undergoing a costly and time-consuming replacement of radio base station hardware. Another unique solution from Tait is our EnableFleet – radio fleet management platform. This solution can be deployed in the cloud or on customer premise and works over both wi-fi or the radio system itself. Customer benefits for this EnableFleet are numerous: •Control and centralized management -Centralized approval process that provides gates to allow crosschecks and operational awareness for fleet managers -“One source of truth” for firmware versions, configurations and personalization of the radio itself •Confidence -Fleet managers know devices on the radio fleet are configured with an audit trail that can be validated •Simplified configuration and updates -Minimize negative operational impact, by pushing out changes to parts of the network at a time that suits •Lower cost of programming radios -Less re-work or incorrect programming of radios -Less skilled people required -more time to focus on other tasks •Maximize the use of fleet assets -Able to upgrade or re-configure radios more often and the ability to re-assign radios within an organization whenever needed •Reporting -A single view of the entire fleet, allowing for better use of radio assets with definitive proof that your radio system is well managed The Tait EnableFleet solution makes managing your radio fleet easier, controlled and more effective, with workflow tools to apply firmware updates, device configuration and personalization tools that deliver operational efficiency, cost savings and software version surety for the end user.
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	P25 capable radios and infrastructure DMR capable radio and infrastructure Legacy MPT radios and infrastructure Accessories Applications Third Party Solutions Cloud Subscriptions Professional Services Axiom Solutions

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offerings	Offered *	Comments
73	In-station Public Safety alerting or paging systems;		☒ Yes ☐ No	TaitNet AS-IP networks support paging using any two-tone combination. Tait LifeX incl 2-tone paging See ASIP Catalog
74	Dispatch/control room consoles and associated integrated communications equipment;		☒ Yes ☐ No	Tait LifeX Dispatch Console (includes rack mounted hardware and peripherals such as headsets, microphones, speakers, monitors, and workstations.
75	Wearable or portable communication devices, including biomonitors wearables, alerting or paging systems		☒ Yes ☐ No	Portable Radios: TP9000 series including TP93, TP94, TP95, TP96, TP97, TP98, TP99 – operating on Analog, DMR and P25 depending on model. TP93/94/95/96 also available as Intrinsically safe devices TP2 - Analog and DMR Tier2 only TWX556 – Tait Axiom Wearable Speaker/Mic– Wi-Fi and LTE standalone or extension to TP9000 series radios. See TP9000 Catalog See TP2210 Sales Brief See Axiom Catalog
76	Connectivity and interoperability devices, hardware, and equipment for the connection of communication systems and endpoints, including:		☒ Yes ☐ No	Gateways: TN9500 – InterNetworking Gateway bridging system such as MPT to DMR and Axiom PTTtoX. TN92XX – Analog Gateways for connecting legacy devices to DMR Tier 2 and Tier 3 (TN9271) and P25C and P25 Trunked (TN9275) networks DMR licensing to connect to Consoles using AIS (TNAS304) Voice Recorders (TNAS305) P25 Licensing: TNAS505- CSSI TNAS506 – Voice recorder TNAS507/8 – ISSI See TN9300 Catalog for TN9271 description, TN9400 Catalog for TN9275. See TN9300 Catalog See TN9400 Catalog

77		Satellite communications equipment;	☐ Yes ☒ No	N/a	*
78		Portable and deployable wireless hubs, routers, and networks	☒ Yes ☐ No	TB7304 - Transportable repeaters	*
79		Mesh networks and mesh radios	☐ Yes ☒ No	N/A	*
80		Land mobile/broadband radios	☒ Yes ☐ No	TM93 DMR Mobile radios TM94 P25 Mobile Radios TM99 - available 2H2025 Description can be found in Mobile radio Catalog	*
81		Push to Talk over Cellular (PoC) handsets	☐ Yes ☒ No	PoC and LMR will be available late in 2025.	*
82		High Power User Equipment (HPUE) for LTE	☐ Yes ☒ No	High Power User Equipment (HPUE) for LTE	*
83	Airborne, marine, and underwater communication systems		☐ Yes ☒ No	N/A	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcwell 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 Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Tait Pricebook in USD - CAD List Price and Discount for Sourcwell.pdf - Thursday February 06, 2025 00:19:40
- [Financial Strength and Stability](#) - TUS Annual Report 2023 Final.pdf - Sunday February 02, 2025 16:44:56
- [Marketing Plan/Samples](#) - Tait Marketing Plan.zip - Wednesday February 05, 2025 23:25:49
- [WMBE/MBE/SBE or Related Certificates](#) - Tait WBME.zip - Wednesday February 05, 2025 13:59:25
- [Standard Transaction Document Samples](#) - Tait Standard Transaction Documents.zip - Wednesday February 05, 2025 13:59:53
- [Requested Exceptions](#) - [REDLINES - Jan 31 2025] RFP_020625_Public Safety_Communications_Eqpt_Master_Agreement (2).docx - Wednesday February 05, 2025 14:00:33
- [Upload Additional Document](#) - Tait Additional Documents.zip - Thursday February 06, 2025 14:16:34

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

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

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

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

☒ Yes ☐ No

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

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

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