



MASTER AGREEMENT # 020625
CATEGORY: Public Safety Communications Technology and Hardware Solutions
SUPPLIER: Eastern Communications Ltd., LLC

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 Eastern Communications Ltd., LLC, 4814 36th Street, Long Island City, NY 11101 (Supplier).

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

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

Article 1:
General Terms

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

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

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

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

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

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

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

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

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

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

Agreements by 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 Sourcwell 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 Sourcwell for this Agreement and must provide prompt notice to Sourcwell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcwell and Participating Entity inquiries; and
 - Participation in reviews with Sourcwell.

Sourcwell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcwell 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 Sourcwell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcwell 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;
- Sourcwell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

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

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

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

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

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

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

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

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

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

Article 3: Supplier Obligations to Participating Entities

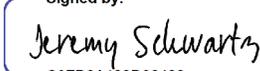
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

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

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

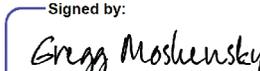
Sourcewell

Eastern Communications Ltd., LLC

Signed by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 7/21/2025 | 1:59 PM CDT

Signed by:

525B809A96D140B...

By: _____
Gregg Moshensky
Title: Contracts Manager

Date: 7/21/2025 | 11:56 AM PDT

RFP 020625 - Public Safety Communications Technology and Hardware Solutions

Vendor Details

Company Name: Eastern Communications Ltd., LLC
4814 36th Street
Address: Long Island City, New York 11101
Contact: Gregg Moshensky
Email: gsm@easterncommunications.com
Phone: 516-906-1150 8322
Fax: 718-729-2241
HST#: 22-2103124

Submission Details

Created On: Thursday January 30, 2025 11:36:52
Submitted On: Thursday February 06, 2025 15:45:26
Submitted By: Gregg Moshensky
Email: gsm@easterncommunications.com
Transaction #: 98d5ba93-749f-4dc0-a167-989d13ab0bbb
Submitter's IP Address: 147.243.65.183

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.	Eastern Communications Ltd., LLC
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).	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity Identifier (SAM): YQX9YKJW43E7
5	Provide your NAICS code applicable to Solutions proposed.	517911
6	Proposer Physical Address:	4814 36th Street Long Island City, NY 11101
7	Proposer website address (or addresses):	www.easterncommunications.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):	Gregg Moshensky, Contracts Manager 4814 36th Street, Long Island City, NY 11101 gsm@easterncommunications.com (718) 729-2044 x8322
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Gregg Moshensky, Contracts Manager 4814 36th Street, Long Island City, NY 11101 gsm@easterncommunications.com (718) 729-2044 x8322
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Danielle Marcella, CRO 4814 36th Street, Long Island City, NY 11101 dmarcella@easterncommunications.com (407) 341-9006

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.	<p>Brief History: Eastern Communications Ltd., LLC (Eastern Communications) is one of the largest providers of critical public safety communications equipment in the United States and has been furnishing such equipment since 1976 i.e., for over 48 years. This includes large contracts with Government agencies, educational campuses and schools, tribal and other public agencies across the United States.</p> <p>Core Values: Eastern Communications is committed to providing the highest quality mission critical products, services, and project management for government and commercial customers. We achieve this by always understanding and meeting customer and applicable regulatory requirements.</p> <p>Business Philosophy: Eastern Communications strives to foster a culture of continuous improvement through monitoring, measuring, and reporting our performance.</p> <p>Industry Longevity: Eastern Communications continually invests in maintaining industry knowledge as well as keeping our employees up to date on industry ongoings. Eastern Communications has numerous degreed engineers (product engineers, system engineers, network engineers), augmented by a strong technical team of technicians and technologists. Our technical teams regularly attend manufacturers and industry training courses to keep Eastern Communications abreast of the latest technology, ensuring our customers have reliable and up-to-date products and support. In addition, Eastern Communications regularly attends industry conferences and events.</p>	*
12	What are your company's expectations in the event of an award?	Eastern Communications has numerous IDIQ Contracts that result in tens of millions of dollars of equipment procurement by Government agencies, educational campuses and schools, tribal and other public agencies across the United States. This award will benefit our existing customers and new Sourcewell entities across the United States by providing them with a new vehicle for equipment procurement. Eastern Communications anticipates millions of dollars of equipment procurement annually for our customers via the Sourcewell Cooperative Purchasing Agreement.	*
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.	Meaningful data (Audax Availability Letter) showing Eastern Communications' financial strengths and stability has been uploaded as part of our proposal.	*
14	What is your US market share for the Solutions that you are proposing?	Eastern Communications' US market share for the Solutions we are proposing is 10%	*
15	What is your Canadian market share for the Solutions that you are proposing?	Eastern Communications market is the United States.	*
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.	<p>Eastern Communications has no current or past bankruptcy proceedings.</p> <p>Although not expected, Eastern Communications will provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of your RFP evaluation.</p>	*
17	<p>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).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	Eastern Communications is a distributor/dealer/reseller. In fact, Eastern Communications is the master distributor for L3Harris, Tait, and Zetron equipment across the United States. Written authorizations from the manufacturers to act as the distributor/reseller for the products proposed have been uploaded as part of our proposal response. Eastern Communications has over 175 independent dealers across the United States.	*

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.	Eastern Communications is an ISO9001 Certified Company. A copy of our ISO9001 Certification Certificate has been uploaded as part of our proposal. This certification is required by some of our Government IDIQ Contracts.	*
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.	Eastern Communications has no current or past debarments or suspensions. Although not expected, Eastern Communications will provide notice in writing to Sourcwell if it enters a debarment or suspension status at any time during the pendency of your RFP evaluation.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	In recognition of Eastern Communications' expertise, outstanding customer support, and consistent delivery performance, Eastern Communications was designated the L3Harris National Center of Excellence. In this capacity, Eastern Communications exclusively provides Product Distribution, Product Fulfillment Support, and Product Warranty for our customers and dealers across the United States. Eastern Communications has been recognized by L3Harris as best-in-class, a leader in order fulfillment, best practices, and the provider of unsurpassed customer support. In addition to L3Harris, Eastern Communications has likewise been recognized by Tait and Zetron and is the National Distributor for their equipment.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Eastern Communications' percentage sales to the governmental sector in the past three years has been consistently 65%.	*
22	What percentage of your sales are to the education sector in the past three years?	Eastern Communications' percentage of sales to the education sector in the past three years has been consistently 5%.	*
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?	Eastern Communications State Cooperative Purchasing Agreements, Annual Sales Volume New York State: 2022 = \$477K, 2023 = \$882K, 2024 = \$1.2M Massachusetts: 2022 = \$0, 2023 = \$126K, 2024 = \$428K Maryland: 2022 = \$0, 2023 = \$0, 2024 = \$0 Pennsylvania: 2022 = Info Unavailable, 2023 = Info Unavailable, 2024 = \$6K Connecticut: 2022 = Info Unavailable, 2023 = Info Unavailable, 2024 = \$164K	*
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?	Eastern Communications GSA/SOSA Arrangements, Annual Sales Volume GSA: 2022 = \$33K, 2023 = \$146K, 2024 = \$44K TacCom II: 2022 = \$0, 2023 = \$297K, 2024 = \$0K USAF BPA: 2022 = Prior to Award, 2023 = \$489K, 2024 = \$377K	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Nellis & Creech AFB	Jeff Gautieri Base PWCS Manager	(702) 652-7346	*
City of Hartford, CT	Paul (Mike) Bruce Sr. Project Manager	(860) 757-4058	*
Metro Transit Authority (MTA) Bridges and Tunnels	Kevin Lydon MTA Bridges and Tunnels Project Manager	(917) 714-0444	*

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

Describe your company's capability to meet the needs of Sourcwell 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.	<p>Eastern Communications has a dedicated Sales Force which consists of both Direct and Indirect Sales Personnel. Both groups have personnel that operate and are located across the United States. Direct Sales Personnel support Eastern Communications' direct customers while our Indirect Sales Personnel support our over 175 dealers who are located across the United States.</p> <p>Maps showing our local sales offices, both Direct and Indirect, across the United States have been uploaded as part of our proposal.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Eastern Communications has over 175 dealers located across the United States. Eastern Communications has a signed Agreement with each dealer. In addition, Eastern Communications has numerous resellers across the United States.</p> <p>A map showing our local sales offices and dealers across the United States has been uploaded as part of our proposal.</p>	*
28	Service force.	<p>Eastern Communications has a dedicated Service Force located across the United States supporting direct customers, our dealers, and our manufacturers.</p> <p>A map showing Eastern Communications Service Center Locations and Eastern Communications Local Partner Locations across the United States has been uploaded as part of our proposal.</p>	*

<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>Eastern Communications processes and fulfills thousands of Orders each year and has processes and standard operating procedures in place for order entry, order fulfillment, support, maintenance, and lifecycle management.</p> <p>Eastern Communications has a Supply Chain Risk Management Plan to mitigate any encountered supply chain issues and help maintain the continuous availability of equipment needed for our customers. A copy of our SCRM Plan has been uploaded as part of our proposal.</p> <p>Eastern Communications maintains millions of dollars' worth of inventory, both current equipment and the equipment needed to ensure support for product life cycle replacements.</p> <p>Eastern Communications reviews customer Orders quarterly on an aggregate basis to determine the turnaround rate for each product. Based on the resultant reports, Eastern Communications places stocking orders to ensure product inventory levels meet customer demand.</p> <p>Eastern Communications addresses customer issues such as the correct parts needed, product numbers and descriptions, parts availability and lead time, shipment, and delivery details, etc.</p> <p>Eastern Communications is quick to respond to customers and works extensively to respond to customer equipment and parts needs and inquiries.</p> <p>Eastern Communications receives Orders from both our direct customers and our dealers.</p> <p>Eastern Communications has a dedicated Customer Success Team to process Orders.</p> <p>Roles of our Customer Success Team (CST):</p> <ol style="list-style-type: none"> a. CST receives Orders from customers and/or dealers via a shared email address: orders@easterncommunications.com b. The Customer Success Team Manager assigns the Order to a team member depending on the complexity of the Order and workload for team members. c. A CST member performs a review of all Order requirements (customer PO number, part number ID, qty, shipping info, pricing, etc.). If any discrepancies are found, they may need to contact the customer. d. If the Order is accurate, the CST member enters the sales Order into our ERP system (NetSuite). e. The CST member determines allocation strategy according to product availability in warehouse inventory or if it needs to be ordered from the vendor. f. If necessary, the CST member creates a Purchase Order for the vendor. The CST member decides if the Purchase order needs to be shipped to Eastern Communications (for orders that need configuring before dispatch) i.e., Special Orders, or if it can ship directly to the customer i.e., Dropship Orders. g. Order confirmation is sent to the customer with an estimated ship date. <p>Eastern Communications has extensive experience and a proven history of on-time delivery.</p> <p>Example Standard Transaction Documents have been uploaded as part of our proposal.</p>
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<p>30</p>	<p>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.</p>	<p>Eastern Communications has a dedicated Customer Services Team to support our direct customers and dealers across the United States.</p> <p>The Customer Services Team is responsible for new customer installations, repairs, maintenance for existing customers, etc.</p> <p>The process and procedure of our Customer Service Program is described below.</p> <p>When a service request is received, the following occurs:</p> <ol style="list-style-type: none"> a. A Case is created in our ERP System (NetSuite) and a task is created under the Case. b. The Task is tiered by priority by the Field Service Manager or designee. c. The Task is then assigned to a Tech in the NetSuite system. d. An email is sent to the Tech notifying them of the pending task. e. The Tech reviews the Task for start times and instructions. The tech tracks time and work performed in the NetSuite Next Service mobile app. There are continuous ongoing communications with the on-site tech and the Eastern Communications Field Services Manager and Eastern Communications Engineering, if needed. f. Once the job is completed, the task dispatch board is updated within the app. g. The Field Service Manager or designee reviews and updates the dispatch board each morning to verify current job status. If additional tasks are required to finish a current service order, the Field Service Manager or designee assigns relevant tasks and personnel to complete the Case. h. This process applies to all service requests from customers including warranty, repair, maintenance, after-hours emergency services, etc. <p>Eastern Communications is quick to respond to customers and works extensively to respond to customer equipment and parts needs and inquiries.</p> <p>Customer Success Team Satisfaction Monitoring:</p> <ol style="list-style-type: none"> a. In each email to a customer from the Customer Success Team (CST), an embedded customer satisfaction reply can be submitted quickly and is captured in the web hosted survey platform. Additional survey results can be captured if customers wish to provide more information. b. After completion of any issue resolution, an additional customer satisfaction survey is emailed requesting feedback about how easy it was for the customer to resolve the issue. c. Feedback data is reported via the survey platform and reports are visible in real time. The CST Manager reviews this feedback with the CST weekly and with Management monthly. <p>Project Management Satisfaction Monitoring:</p> <ol style="list-style-type: none"> a. Eastern Communications monitors customer satisfaction during and after projects to ensure that customers are satisfied with the products and services we offer. a. Eastern Communications accomplishes this through regular internal meetings as well as meetings with the customers to discuss and analyze how well their needs are being met. b. Weekly project review meetings are held with customers along with on-site visits. These customer review meetings are scheduled as per contract stipulation. c. Weekly program review meetings are held internally to discuss project status, issues, major project tasks, milestones, etc. The Weekly Program Review Meeting document captures any areas of concern that need attention. These meetings are attended by the CEO, CRO, and CFO. d. If any issues are discovered on any project, the Director of Project Management and Project Manager will be made aware and provide resources to resolve issues as quickly as possible.
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31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>Eastern Communications certainly has the ability and the willingness to provide our products to Sourcewell participating entities.</p> <p>Eastern Communications already provides our products to Sourcewell participating entities and entities that are eligible to participate in Sourcewell's Cooperative Procurement program.</p> <p>Eastern Communications processes and fulfills thousands of orders each year and has processes and standard operating procedures in place for order entry, order fulfillment, support, maintenance, and lifecycle management.</p> <p>Eastern Communications maintains millions of dollars' worth of inventory, both current equipment and the equipment needed to ensure support for product life cycle replacements.</p> <p>Eastern Communications reviews customer orders quarterly on an aggregate basis to determine the turnaround rate for each product. Based on the resultant reports, Eastern Communications places stocking orders to ensure product inventory levels meet customer demand.</p> <p>Eastern Communications addresses customer issues such as the correct parts needed, product numbers and descriptions, parts availability and lead time, shipment, and delivery details, etc.</p> <p>Eastern Communications is quick to respond to customers and works extensively to respond to customer equipment and parts needs and inquiries.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Eastern Communications provides our products and services to Sourcewell participating entities in the United States. Eastern Communications does not provide products and services in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>Eastern Communications provides our products and services to all geographic areas in the United States.</p> <p>Eastern Communications does not provide products and services in Canada.</p>	*
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.	All Participating Entities will have full access to our Solutions if an agreement is awarded.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Eastern Communications has no restrictions or specific requirements that would apply to our participating entities in Hawaii, Alaska, or US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Eastern Communications will extend the terms of any awarded master agreement to nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Eastern Communications will market this opportunity as it does for all our other Contract Vehicles:</p> <ol style="list-style-type: none"> Eastern Communications constantly trains our Sale personnel and Dealers on Cooperative Agreements available for customer procurements. Eastern Communications has regular meetings with our Sales personnel and conducts regular regional Dealer meetings. Eastern Communications participates in many industry conferences and events where it conveys our Contact vehicles for customer procurement. Eastern Communications will use our website to market this opportunity. Eastern Communications will use social media platforms re. Linked-In, Facebook, Instagram, etc. to market this opportunity. Easten Communications identifies Cooperative Agreements on our sales literature and Capability Statements. <p>Eastern Communications has uploaded example marketing documents (Eastern Communications Capability Statement, Eastern Communications Company Overview, Eastern Communications Trade Show Presentation) as part of our proposal.</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	In addition to our website, Eastern Communications uses several social media platforms to market our capabilities, products, new announcements, etc. Examples of such platforms include Linked-In, Facebook, Instagram, press releases, etc.
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?	Eastern Communications will market our Sourcewell Contract, if awarded, in the same manner as it promotes all our other GSA/State/SOSA Agreements. Our Sales Force, which consists of both Direct and Indirect Sales Personnel, will be fully informed of our Sourcewell-awarded agreement and will raise it with our direct and dealer's existing and prospective customers.
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.	Our GSA Contract has the availability of e-procurement via the GSA Advantage program. GSA Advantage is an online electronic shopping and ordering system. It provides access to the thousands of products on our GSA Schedule, allowing governmental buyers to search using keywords, part numbers, and vendor names, see features, prices, delivery options, and place orders electronically.

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

Line Item	Question	Response *
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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.	<p>Eastern Communications, in conjunction with our manufacturers, offers a variety of training programs. This includes product, equipment, maintenance, and operator training programs. Basic introductory training is available at no cost for equipment purchases. More advanced training can be provided and will be quoted once Eastern Communications knows the extent of training required.</p> <p>Examples of training courses that Eastern Communications provides include:</p> <ul style="list-style-type: none"> • System Overview and Provisioning - An interactive facilitated workshop that introduces attendees to a communications system design, architecture, features, and capabilities. • System Manager Training – On site or web-based training that will educate system administrators on defining and maintaining a communications system’s configurable parameters. • Communications System Overview Training - This training provides an understanding of terminology, equipment, components, and operational processes associated with a communications system. • Radio Programming and Operation Training – This training will introduce users to their portable and mobile radios. Using programming software, users will learn the distinctives of creating a Radio Personality as well as the steps involved in loading the personality and modifying it. Buttons, knobs, switches, and settings will all be explained with respect to each of the radios being utilized by the customer. • Console Training - This training provides participants with the knowledge and skills to configure a Dispatch Console to meet operational needs. The training includes a detailed operational overview that introduces the various features and capabilities of a dispatch console.
42	Describe your proposed solutions integration and interoperability capabilities with other communication and technology components.	<p>Eastern Communications recognizes the need for interoperability between various communications systems. To this end, Eastern Communications offers the following:</p> <ul style="list-style-type: none"> • Open standards-based equipment for greater choice of carriers, terminal devices, and applications. • Multiband radios. • Interoperability Gateways (conventional gateways and standards based ISSI gateways) for interfacing legacy and modern-day public safety communications systems. • P25 equipment for interoperability through standards-based protocols and interfaces.
43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Eastern Communications is a distributor/reseller and not a manufacture. Therefore, this Section does not apply to Eastern Communications. However, as required by some of our GSA/SOSA/State Contracts, Eastern Communications works closely with our manufacturers re. “green” initiatives.</p>
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.	<p>Eastern Communications is a distributor/reseller and not a manufacture. Therefore, this Section does not apply to Eastern Communications. However, as required by some of our GSA/SOSA/State Contracts, Eastern Communications works closely with our manufacturers re. energy efficiency or conservation, life-cycle design (cradle-to-cradle), and other green/sustainability factors.</p>
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?	<p>Eastern Communications Core Competencies:</p> <ul style="list-style-type: none"> • Complete and Turnkey Public Safety Radio communications systems and equipment e.g., 2-Way radios and components, receivers, transmitters, base stations, consoles, dispatch, antenna and antenna systems, microwave systems • Delivery, Implementation, Installation, Acceptance • RF Coverage Design, Propagation Modeling, Optimization, Field Testing • Radio System Design & Deployment • In-Building Distributed Antenna Systems • Mobile Radio Programming and Installation • Microwave Systems, Path Design, Testing, Delivery, Installation • Maintenance, Repair, Lifecycle Management <p>Eastern Communications Differentiators</p> <ul style="list-style-type: none"> • Extensive Inventory • Product Staging • Implementation Assurance • Engineering Expertise and Support • Substantial Training • Proven Provider

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	Eastern Communications has over 175 dealers located across the United States. Eastern Communications has a signed Agreement with each dealer. Some of our dealers are MWBE entities. Attached is a copy of our MWBE Utilization that was submitted to NYS OGS this past year showing both an MBE and WBE dealer.
47		Minority Business Enterprise (MBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Eastern Communications has over 175 dealers located across the United States. Eastern Communications has a signed Agreement with each dealer. Some of our dealers are MWBE entities. Attached is a copy of our MWBE Utilization that was submitted to NYS OGS this past year showing an MBE dealer.
48		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Eastern Communications has over 175 dealers located across the United States. Eastern Communications has a signed Agreement with each dealer. Some of our dealers are MWBE entities. Attached is a copy of our MWBE Utilization that was submitted to NYS OGS this past year showing an WBE dealer.
49		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
50		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
51		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
52		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
53		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
54		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Payment Terms: Net 30 is standard unless negotiated otherwise. Payment Methods: Check, Credit Card (with additional processing fee), and ACH wire transfer.
56	Describe any leasing or financing options available for use by educational or governmental entities.	Financing and leasing options are available for use by educational or governmental entities.
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.	The standard manufacturer's warranty comes with all purchased equipment. Extended warranty plans are available. For infrastructure, various Service Level Agreements are available.
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?	P-card procurement and payment i.e., the use of a government or corporate credit card to make purchases is acceptable. For certain credit cards, an additional processing fee may be applied.

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.	<p>Eastern Communications is the Regional Center of Excellence and/or Master Distributor for L3Harris, Tait, and Zetron equipment.</p> <p>The product catalogs for Tait and Zetron, the manufacturers we are proposing, have been uploaded as part of our proposal.</p>	*
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.	<p>Eastern Communications is offering a percentage discount from MSRP for each manufacturer:</p> <p>Tait: 26% discount from MSRP Zetron: 10% discount off MSRP</p> <p>No discount is available on services or third-party equipment.</p>	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Eastern Communications has no standard volume discount. However, Eastern Communications is willing to offer a volume discount for large quantity Orders.</p> <p>Eastern Communications will pass on any rebate programs offered by the manufacturers. In addition, from time to time, Eastern Communications offers our own rebates programs.</p>	*
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.	Eastern Communications offers complete and turnkey public safety communications systems. As such, Eastern Communications can supply sourced, open market, or non-contracted products. Such items will be quoted on request as needed.	*
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.	<p>For equipment, there are no costs of acquisition other than those included in our product pricing.</p> <p>In cases where a unique configuration is needed, Eastern Communications will provide a quote inclusive of any additional costs.</p> <p>If services are required, standard daily rates are as follows:</p> <p>Project Management \$1,760 Systems Engineer: \$1,760 Network Engineer: \$2,040 Technician: \$1,520 T&L: \$300</p>	*
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.	If freight, delivery, or shipping is an additional cost, it will be quoted at time of Order.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	If freight, delivery, or shipping is an additional cost, it will be quoted at time of Order.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If needed, Eastern Communications offers expedited shipping. There is an additional cost for expedited shipping.	*

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.	<p>Eastern Communications is an ISO901 Certified Company. As such, we have Quality Systems in place to assure entities that they obtain proper pricing. Pricing is handled via the following process:</p> <p>When Sales receives a quote request via email, phone, or automated bid, they determine who should respond to the quote request, and the following process takes place:</p> <ol style="list-style-type: none"> 1. The assigned department (Sales, CST, or Solutions Engineering) opens the Quote Log and assigns a quote number (tracked via an excel spreadsheet on SharePoint). 2. The assigned department (Sales, CST, or Solutions Engineering) creates a quote, with standard pricing predetermined by the customer or agreement, 3. The quote is saved in a folder on SharePoint with the quote number and customer name in the title. 4. The quote is sent to the customer. <p>Note that pricing is predetermined by the agreement. The agreement's pricing is incorporated in our pricing tools to ensure the produced quote conforms to the pricing in the agreement.</p> <p>A copy of Eastern Communications ISO9001 Certificate has been uploaded as part of our proposal.</p>	*
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.	<p>Eastern Communications' Customer Success Team Manager tracks important metrics that are responsible for customer satisfaction and creates plans/does root cause problem solving to ensure metrics are within established targets. The key KPIs by the Customer Success Team are as follows:</p> <ul style="list-style-type: none"> • Customer Satisfaction Score (CSAT) to track effectiveness of response from Eastern Communications and customer satisfactions. Current target is >90% • Order/RMA Processing time to track time taken by Customer Success Team members to respond to and process customer orders/returns/repairs. Current target for order processing is 1 day and returns/repair processing is 2 days • % of orders that are late to track shipments that did not ship by the estimated shipped date provided to the customers. Current target is <1% • % of orders that do not have fulfilment strategy to track orders that being ordered from vendors and vendors have not provided an estimated ship date yet. Current target is <15% 	*
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.	Eastern Communications proposes a 1% Administration Fee payable to Sourcewell.	*

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.	Eastern Communications is offering a percentage discount from the MSRP for each manufacturer at the time of order: Tait: 26% discount from MSRP Zetron: 10% discount off MSRP No discount is available on services or third-party equipment.

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: Manufacture of Mission Critical Radio Public Safety Communications Networks and Subscriber Units. Zetron: Manufacture of Mission Critical Public Safety Communications equipment i.e., Dispatch and Command Center Solutions.
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Subcategory Titles: <ul style="list-style-type: none"> • Mission Critical Public Safety Communications System Design: Conventional and Trunked, P25, and DMR • RF Engineering • E911 Phone • National System Integration • Dispatch • Fire paging: Analog, P25, Digital Text • Mission Critical Public Safety Communications Radio Terminals • Microwave Backhaul • Interoperability Solutions • Fire Station Alerting • 24x7x365 Network Monitoring • System Maintenance • In-Building Radio Coverage

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;		<input checked="" type="radio"/> Yes <input type="radio"/> No	Zetron Products
74	Dispatch/control room consoles and associated integrated communications equipment;		<input checked="" type="radio"/> Yes <input type="radio"/> No	Zetron Products
75	Wearable or portable communication devices, including biomonitring wearables, alerting or paging systems		<input checked="" type="radio"/> Yes <input type="radio"/> No	Tait Products
76	Connectivity and interoperability devices, hardware, and equipment for the connection of communication systems and endpoints, including:		<input checked="" type="radio"/> Yes <input type="radio"/> No	Tait Products
77		Satellite communications equipment;	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
78		Portable and deployable wireless hubs, routers, and networks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tait Products
79		Mesh networks and mesh radios	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
80		Land mobile/broadband radios	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tait Products
81		Push to Talk over Cellular (PoC) handsets	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tait Products
82		High Power User Equipment (HPUE) for LTE	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
83	Airborne, marine, and underwater communication systems		<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A

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

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

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding

to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Price Lists and Authorizations.zip - Thursday February 06, 2025 13:35:42
- [Financial Strength and Stability](#) - Audax_Eastern Communications_Availability Letter_02.05.2025.pdf - Thursday February 06, 2025 13:04:28
- [Marketing Plan/Samples](#) - Example Marketing Documents.zip - Thursday February 06, 2025 13:04:43
- [WMBE/MBE/SBE or Related Certificates](#) - Eastern Communications MWBE Utilization Plan 6-2024.pdf - Thursday February 06, 2025 13:12:22
- [Standard Transaction Document Samples](#) - Example Standard Transaction Documents.zip - Thursday February 06, 2025 15:38:24
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Supporting Documents.zip - Thursday February 06, 2025 13:36:30

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. - Gregg Moshensky, Contracts Manager, Eastern Communications Ltd., LLC

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	<input checked="" type="checkbox"/>	4
Addendum_12_Public_Safety_Communications_Eqpt_RFP_020625 Wed January 29 2025 03:09 PM	<input checked="" type="checkbox"/>	4
Addendum_11_Public_Safety_Communications_Eqpt_RFP_020625 Tue January 28 2025 01:37 PM	<input checked="" type="checkbox"/>	1
Addendum_10_Public_Safety_Communications_Eqpt_RFP_020625 Mon January 27 2025 04:19 PM	<input checked="" type="checkbox"/>	1
Addendum_9_Public_Safety_Communications_Eqpt_RFP_020625 Mon January 27 2025 10:15 AM	<input checked="" type="checkbox"/>	1
Addendum_8_Public_Safety_Communications_Eqpt_RFP_020625 Tue January 21 2025 09:01 AM	<input checked="" type="checkbox"/>	1
Addendum_7_Public_Safety_Communications_Eqpt_RFP_020625 Thu January 16 2025 03:36 PM	<input checked="" type="checkbox"/>	1
Addendum_6_Public_Safety_Communications_Eqpt_RFP_020625 Wed January 8 2025 11:08 AM	<input checked="" type="checkbox"/>	1
Addendum_5_Public_Safety_Communications_Eqpt_RFP_020625 Fri January 3 2025 03:19 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Public_Safety_Communications_Eqpt_RFP_020625 Mon December 30 2024 04:32 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Public_Safety_Communications_Eqpt_RFP_020625 Fri December 27 2024 09:56 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Public_Safety_Communications_Eqpt_RFP_020625 Tue December 24 2024 01:46 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Public_Safety_Communications_Eqpt_RFP_020625 Wed December 18 2024 08:04 AM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
SOURCEWELL MASTER AGREEMENT #020625-EAC**

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Eastern Communications Ltd., LLC** (Supplier).

Sourcewell entered into a contract, 020625-EAC, with Supplier to provide Public Safety Communications Technology and Hardware Solutions, effective July 21, 2025, through July 24, 2029 (Contract).

Supplier has requested to modify the Contract.

NOW, THEREFORE, the parties amend the Contract as follows:

- 1. Table 2A: Financial Viability and Marketplace Success, Response 17 of the Proposal is deleted in its entirety and replaced with:

Eastern Communications is a distributor/dealer/reseller i.e., a technology integrator, not an equipment producer, in the Public Safety Communications Technology and Hardware Solutions space.

As such, Eastern Communications is a distributor/reseller for a multitude of manufacturers' equipment across the United States, even an exclusive master distributor for several manufacturers. Eastern can provide written authorization to act as a distributor/dealer/reseller for any of the manufacturers that we represent.

Eastern Communications has over 175 independent dealers across the United States.

- 2. Table 6A: Pricing, Response 59 of the Proposal is deleted in its entirety and replaced with:

Eastern Communications can provide manufacturers' product catalogs, inclusive of manufacturer's standard List Pricing, for any of the manufacturers that we represent. Furthermore, Eastern can provide the Sourcewell discounted price for each of the manufacturer's catalog items.

- 3. Table 7A: Depth and Breadth of the Offered Solutions, Response 71 of the Proposal is deleted in its entirety and replaced with:

Eastern Communications offers complete Public Safety Communications systems and equipment inclusive of Mission Critical Radio Public Safety Communications Networks and Mission Critical Public Safety Communications equipment e.g., Subscriber Units and Accessories, Repeaters, Base Stations, Consoles, Antenna and Antenna Systems, Microwave Systems, Dispatch, Logging Recorders, Power Systems, Network Systems, Paging Systems, etc.

Except as amended, the Contract remains in full force and effect.

Sou ^{Signed by:}

By: C0FD2A139D06489...
Jeremy Schwartz
Chief Operating and Procurement Officer
Date: 10/9/2025 | 10:39 AM CDT

Eas ^{Signed by:} **td., LLC**

By: 525B809A96D140B...
Gregg Moshensky
Contracts Manager
Date: 10/10/2025 | 12:48 PM PDT

**AMENDMENT #2
TO
SOURCEWELL MASTER AGREEMENT #020625-EAC**

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Eastern Communications Ltd., LLC** (Supplier).

Sourcewell entered into a contract, 020625-EAC, with Supplier to provide Public Safety Communications Technology and Hardware Solutions, effective July 21, 2025, through July 24, 2029 (Contract).

Supplier has requested to modify the Contract.

NOW, THEREFORE, the parties amend the Contract as follows:

Table 6A: Pricing, Response 60 of the Proposal is deleted in its entirety and replaced with:

Eastern Communications offers a percentage discount from MSRP or list for each manufacturer it represents.

The percentage discount varies depending on the manufacturer. The percentage discount ranges from 2% to 26%.

No discount is available on services or third-party equipment.

Except as amended, the Contract remains in full force and effect.

Sour Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Chief Operating and Procurement Officer
Date: 12/12/2025 | 4:16 PM CST

Eas Signed by: **id., LLC**

525B809A96D140B...
By: _____
Gregg Moshensky
Contracts Manager
Date: 12/12/2025 | 2:10 PM PST