

COOPERATIVE PURCHASE AGREEMENT

THIS AGREEMENT (Agreement) is made and entered into EFFECTIVE _____, by and between CITY OF FRESNO, a California municipal corporation (City), and Zetron, Inc., a California corporation. (Vendor).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. The Charter for the City allows for cooperative purchase agreements for materials, supplies and equipment. The City is allowed to piggyback an existing government agency's agreement, under Fresno City Charter 1208. The parties agree the Vendor was the lowest responsive and responsible bidder for Invitation for Bid (IFB) issued by Washington State Department of Enterprise Services through NASPO ValuePoint (IFB No. 00318). The IFB is attached hereto as **Exhibit A** and is incorporated herein by reference. The Parties agree that the Vendor has entered a Cooperative Purchase Contract with NASPO VALUEPOINT for Public Safety Communications Products, Services and Solutions (Contract No. 00318) (Original Government Contract).
2. Vendor's Obligation. Vendor shall provide those services and carry out that work described in the Original Government Contract (and as more specifically described in Vendor's Scope of Work), attached hereto as **Exhibit B** and **Exhibit D**, which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
3. City's Obligation. City shall make to the Vendor those payments described in **Exhibits A and B**, subject to all the terms and condition contained or incorporated herein
4. Notwithstanding the requirements that the Original Government Contract is fully binding on the Parties, the parties have agreed to modify certain non-material provisions of the Original Government Contract as applied to this Agreement between the Vendor and the City, as follows:
 - a) City's Insurance and Indemnity provisions attached as **Exhibit C**.
 - b) Address change for the City: Notwithstanding the address and contract information for the government entity as set out in **Exhibit B**, the Vendor agrees that notices and invoices will be sent to:

City of Fresno
Attention: Kim Jackson
2600 Fresno Street, 1st Floor, Rm. 1059
Fresno, CA 93721
Phone: (559) 621 7103
E-mail: kim.jackson@fresno.gov
FAX: (559) 457-1374

c) Notwithstanding anything in **Exhibits A** and **B** to the contrary, this Agreement shall be governed by, and construed and enforced in accordance with , the laws of the State of California, excluding however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

d) All other provisions in the Original Government Contract are fully binding on the parties and will represent the agreement between the City and the Vendor.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: _____
Melissa Perales
Purchasing Manager

No signature of City Attorney required.
Standard Document #GSD-S Formal
Cooperative Purchase Agt. (09-2023)
has been used without modification, as
certified by the undersigned.

By: _____
Sandra Gamez
Procurement Supervisor

ATTEST:
TODD STERMER, MMC
City Clerk

By: _____
Deputy
Date

Addresses:
CITY
City of Fresno
Attention: Sandra Gamez
2101 G. Street, Bldg. A
Fresno, CA 93706
Phone: (559) 621-1169
E-mail: sandra.gamez@fresno.gov
FAX: (559) 457-1265

Attachments:
Exhibit A - Invitation For Bids
Exhibit B - Original Government Contract
Exhibit C - City's Insurance and Indemnity
Exhibit D – Scope of Work

ZETRON, Incorporated, a California
corporation

By: _____

Name: _____
DRAFT

Title: _____
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: _____

Name: _____
DRAFT

Title: _____
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

Vendor:
Zetron, Inc.
Attention: Legal Department
6812 185th Ave. NE
Redmond, WA 98052
Phone: (425) 820-9704
E-mail: info@zetron.com

Exhibit A

Invitation for Bids



COMPETITIVE SOLICITATION – No. 00318
COOPERATIVE PURCHASING MASTER AGREEMENT
FOR
PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES AND SOLUTIONS

INTRODUCTION

The Washington State Department of Enterprise Services (Enterprise Services) is issuing this Competitive Solicitation pursuant to RCW chapter 39.26. Pursuant to this Competitive Solicitation, Enterprise Services intends to conduct a competitive procurement to establish and award nationwide Cooperative Purchasing Master Agreements for eligible purchasers to purchase Public Safety Communication Products, Services and Solutions (“Public Safety Radio”). The Cooperative Purchasing Master Agreements will be awarded as set forth in this Competitive Solicitation.

Cooperative Purchasing Agreement: Pursuant to RCW 39.26.060, Enterprise Services is authorized to participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any goods or services with one or more states, state agencies, local governments, local government agencies, federal agencies, or tribes located in Washington, in accordance with an agreement entered into between the participants. Enterprise Services, pursuant to an agreement with NASPO ValuePoint Cooperative Purchasing Program, is serving as ‘Lead State’ in conducting the competitive procurement and resulting Cooperative Purchasing Master Agreement for Public Safety Radio. Enterprise Services intends to use the solicitation to establish Cooperative Purchasing Master Agreements with qualified Bidders to provide Public Safety Radio for Washington State and all NASPO ValuePoint Participating States and authorized Participating Entities.

NASPO ValuePoint. NASPO ValuePoint is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group-contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites: www.naspovaluepoint.org and www.naspo.org.

Participating Entities. The resulting Cooperative Purchasing Master Agreement(s) from this solicitation will be available for use by the State of Washington and any NASPO ValuePoint cooperative purchasing member – i.e., any state, the District of Columbia, or territory of the United States (collectively “State”).

Participation shall be through a Participation Addendum to participate in the Cooperative Purchasing Master Agreement(s); *Provided*, however, that such Participating Addendum must be executed by the chief procurement official for the applicable State which may authorize local participation in accordance with applicable State law; and *Provided further*, that such Participating Addendum shall not change the terms and conditions set forth in the Cooperative Purchasing Master Agreement(s). Any State that executes such Participating Addendum is a 'Participating State,' and its authorized participants (purchasers) are 'Purchasing Entities.' Some local governments, political subdivisions, and other authorized entities under the applicable state may be permitted by the chief procurement official to execute a Participating Addendum and also become a Participating Entity.

- PARTICIPATING STATES. In addition to Washington, the Lead State conducting this Competitive Solicitation, the following Participating States have requested to be named in this Competitive Solicitation as potential users of the resulting Cooperative Purchasing Master Agreement(s):

Alaska	Maryland	Utah
California	Montana	Vermont
Colorado	New Mexico	Wisconsin
Florida	Oklahoma	
Hawaii	Oregon	
Illinois	South Dakota	

Other States may choose to execute a Participating Addendum, as set forth herein, after award of the Cooperative Purchasing Master Agreement(s).

Some States may have included additional special or unique state terms and conditions that will govern their Participating Addendum. These terms and conditions are being provided as a courtesy to Bidders to indicate which additional terms and conditions may be incorporated into the Participating Addendum of such states after award of the Cooperative Purchasing Master Agreement(s). The Lead State will not address questions or concerns or negotiate other States' terms and conditions. The Participating States shall negotiate these terms and conditions directly with the awarded Bidder. Awarded Bidders have no obligation to agree to any substantive terms and conditions set forth in a Participating Addendum that have not been set forth in this Competitive Solicitation.

The form of the Participating Addendum for the State of Washington as well as the Participating Addendum template(s) or Special Terms and Conditions for other Participating or Purchasing Entities is attached as exhibits:

- [*Exhibit E-1 Participating Addendum – State of Washington \(Lead State\)*](#)
- [*Exhibit E-2 Participating Addendum – State of Oregon*](#)
- [*Exhibit E-3 Terms and Conditions – State of Vermont*](#)
- [*Exhibit E-4 Terms and Conditions – State of New Mexico*](#)
- [*Exhibit E-5 Terms and Conditions – State of Montana*](#)
- [*Exhibit E-6 Terms and Conditions – State of Hawaii*](#)
- [*Exhibit E-7 Terms and Conditions – State of Utah*](#)
- [*Exhibit E-8 Terms and Conditions – State of California*](#)
- [*Exhibit E-9 Terms and Conditions – State of Illinois*](#)

- [Exhibit E-10 Participating Addendum – State of Wisconsin](#)
- [Exhibit E-11 Terms and Conditions – State of Maryland](#)
- [Exhibit E-12 Terms and Conditions – State of Alaska](#)

This Competitive Solicitation is divided into six (6) sections:

- [Section 1](#) provides a summary table of relevant deadlines for responding to the Competitive Solicitation and identifies contact information for Enterprise Services' Procurement Coordinator
- [Section 2](#) provides important information about the procurement that is designed to help interested Bidder's evaluate the potential opportunity, including the purpose of the procurement and the Cooperative Purchasing Master Agreement, the form of the resulting the Cooperative Purchasing Master Agreement, and potential contract sales.
- [Section 3](#) identifies how Enterprise Services will evaluate the bids.
- [Section 4](#) identifies how to prepare and submit a bid for this Competitive Solicitation, including detailed instructions regarding what to submit and how to submit your bid.
- [Section 5](#) details the applicable requirements to file a complaint, request a debrief conference, or file a protest regarding this Competitive Solicitation.
- [Section 6](#) provides information pertaining to doing business with the State of Washington.

In addition, this Competitive Solicitation includes the following Exhibits:

- [Exhibit A – Required Bidder Information:](#) These exhibits identify information that Bidders must provide to Enterprise Services to constitute a responsive bid. See Section 4, below.
 - [Exhibit A-1 – Bidder Certification](#)
 - [Exhibit A-2 – Bidder Profile](#)
- [Exhibit B – Technical/Performance Requirements:](#) This exhibit outlines the required specifications/qualifications for the Public Safety Radio that is/are the subject of this Competitive Solicitation.
 - [Exhibit B-1 Mandatory Technical Requirements](#)
 - [Exhibit B-2 System Solutions Narratives](#)
 - [Exhibit B-3 Experience, Qualifications, Certifications, and Services](#)
 - [Exhibit B-4 References](#)
- [Exhibit C – Bid Price:](#) This exhibit provides the pricing information that Bidders will complete as part of their bid and the price evaluation tool that Enterprise Services will use to evaluate and compare bids.
- [Exhibit D – Cooperative Purchasing Master Agreement:](#) This exhibit is a draft of the Cooperative Purchasing Master Agreement that any successful Bidder will execute with Enterprise Services.
- [Exhibit D-1 Cooperative Purchasing Master Agreement Issues List:](#) This exhibit provides a template for submitting any issues/concerns with the Cooperative Purchasing Master Agreement attached as Exhibit D.

- [Exhibit E – Historical Sales and Other State Information](#). This exhibit provides other states historical sales and unique terms & conditions that are negotiated with that state as a part of the Participating Addendum process.

SECTION 1 – DEADLINES, QUESTIONS, PROCUREMENT COORDINATOR, AND MODIFICATION

This section identifies important deadlines for this Competitive Solicitation and where to direct questions regarding the Competitive Solicitation.

- 1.1. **COMPETITIVE SOLICITATION DEADLINES.** The following table identifies important dates for this Competitive Solicitation:

COMPETITIVE SOLICITATION DEADLINES	
ITEM	DATE
Competitive Solicitation Posting Date:	November 16, 2020
Pre-Bid Conference Date and Instructions:	December 2, 2020
	https://www.eventbrite.com/e/public-safety-communications-pre-bid-conferences-tickets-127043742253 1) Pre-Bid Conference registration is open from November 16-23, 2020. 2) All Pre-Bid Conference attendees must register using the link above. 3) A total of five (5) attendees from each company may register. 4) All attendees from each company must register individually. 5) One (1) week prior to the Pre-Bid Conference, all registered attendees will receive a link and instructions for attendance. 6) The Pre-Bid Conference will be recorded.
Question & Answer Period:	November 16 – January 15, 2021
Deadline for submitting Bids:	January 25, 2021
Bid Evaluation:	February 1 – February 26, 2021
Anticipated Announcement of Apparent Successful Bidders (s):	March 10, 2021
Anticipated Award of Cooperative Purchasing Master Agreement(s):	March 19, 2021
Cooperative Purchasing Master Agreement Negotiations:	March 22, 2021 through May 31, 2021
Cooperative Purchasing Master Agreement Start Date:	July 1, 2021

The solicitation (and award of the Cooperative Purchasing Master Agreements) is subject to complaints, debriefs, and protests, which may impact the dates set forth above.

- 1.2. **COMPETITIVE SOLICITATION QUESTIONS.** Questions or concerns regarding this Competitive Solicitation must be directed to the following Procurement Coordinator:

Procurement Coordinator	
Name:	Neva Peckham
Telephone:	360-407-2218
Email:	DESContractsTeamCypress@des.wa.gov

Questions raised at the pre-bid conference and during the Q&A period will be answered and responses posted to Washington's Electronic Business Solutions (WEBS).

- 1.3. **COMPLAINTS, DEBRIEFS, & PROTESTS.** The Competitive Solicitation (and award of any Cooperative Purchasing Master Agreement) is subject to complaints, debriefs, and protests as explained in Section 5, which may impact the dates set forth above.
- 1.4. **COMPETITIVE SOLICITATION – AMENDMENT & MODIFICATION.** Enterprise Services reserves the right to amend and modify this Competitive Solicitation. Only Bidders who have properly registered and downloaded the original Competitive Solicitation directly via Washington's Electronic Business Solutions (WEBS) will receive notifications of amendments and other correspondence pertinent to this Competitive Solicitation. Bidders must be registered in WEBS to be awarded a Cooperative Purchasing Master Agreement. Visit [WEBS](#) to register.

SECTION 2 – INFORMATION ABOUT THE PROCUREMENT

This section describes the purpose of the Competitive Solicitation and provides information about this procurement, including the potential scope of the opportunity.

- 2.1. **PURPOSE OF THE PROCUREMENT – AWARD COOPERATIVE PURCHASING MASTER AGREEMENTS.** The purpose of this Competitive Solicitation is to receive competitive bids to evaluate and, as appropriate, award nationwide Cooperative Purchasing Master Agreements for Public Safety Radio.

Enterprise Services intends to award Cooperative Purchasing Master Agreement(s) to Manufacturers by category/sub-category. Bidders may choose to submit a bid to any or all of the categories/sub-categories. The Categories and Allowable Awards are as follows:

CATEGORY	ALLOWABLE AWARD
1. Radio (P-25)*	Manufacturers**
2. Conventional Analog Portable (Non-P25)	Manufacturers
3. Vehicular Repeater Systems (VRS) P25	Manufacturers
4. Dispatch Consoles	Manufacturers
5. Microwave Radio	Manufacturers
6. Interoperability Gateway Devices	Manufacturers
7. Power Supply Products & Solutions	Authorized Resellers***

8. Test Equipment	Manufacturers
9. Monitoring & Alarm Equipment	Manufacturers
10. Furniture, Dispatch Console	Manufacturers
11. Equipment Shelters	Manufacturers
12. Towers	Manufacturers

*Enterprise Services intends to award Cooperative Purchasing Master Agreement(s) for Radio System Solutions to qualifying Radio Manufacturers. Radio Manufacturers awarded the Base Station Repeater (Sub-Category 1.7) and Dispatch Console (Category 4) are considered qualifying Manufacturer and may have the opportunity to offer a complete (turnkey) radio system solution. System solution may include a system upgrade or a new system. System solution Bidders will be responsible for all components of a solution.

**For purposes of this Cooperative Purchasing Master Agreement, Manufacturer is defined as a company that, as one of its primary functions, designs, assembles, owns the trademark/patent and markets branded products.

***Enterprise Services intends to award Cooperative Purchasing Master Agreements to authorized resellers by category/sub-category in Category 7 Power Supply Products and Solutions. Authorized resellers of power system products may choose to submit a bid for any or all of the categories/sub-categories. System solution providers will be responsible for all components of the solution. Authorized resellers may choose to respond to any or all categories/sub-categories in Category 7.

- 2.2. **COOPERATIVE PURCHASING MASTER AGREEMENT.** The form of the Cooperative Purchasing Master Agreement that will be awarded as a result of this Competitive Solicitation is attached as [Exhibit D – Cooperative Purchasing Master Agreement](#).
- 2.3. **CONTRACT TERM.** As set forth in the attached Cooperative Purchasing Master Agreement for this Competitive Solicitation, the contract term is sixty (60) months. Bidders are to specify prices for the contract term. Cooperative Purchasing Master Agreements are subject to earlier termination.
- 2.4. **ESTIMATED SALES.** For prior Cooperative Purchasing Master Agreements, historical sales from 2012 - 2019 totaled approximately \$899,401,791 for public safety radio among all eligible Purchasers. See [Exhibit E Historical Sales](#) for additional detail by Vendor and State.
- 2.5. **WASHINGTON STATE PROCUREMENT PRIORITY & PREFERENCE.** Enterprise Services will apply the following Washington State procurement priorities and preferences to this Competitive Solicitation which, as set forth in Section 3.9, will impact the evaluation of bids for this Competitive Solicitation:
 - Executive Order 18-03: 50 points

SECTION 3 – BID EVALUATION

This section identifies how Enterprise Services will evaluate bids for this Competitive Solicitation.

3.1 OVERVIEW. Enterprise Services will evaluate bids for this Competitive Solicitation as described below.

- Bidder responsiveness, performance requirements, price factors, and responsibility, will be evaluated based on the process described herein.
- Any Bidder whose bid is determined to be non-responsive will be rejected and will be notified of the reasons for this rejection.
- Enterprise Services reserves the right to: (1) Waive any informality; (2) Reject any or all bids, or portions thereof; (3) Accept any portion of the items bid unless the Bidder stipulates all or nothing in their bid; (4) Request clarification of any bid; (5) Cancel the Competitive Solicitation and re-solicit bids; and/or (6) Negotiate with the lowest responsive and responsible Bidder(s) to determine if such bid can be improved.
- Enterprise Services will use the following process and evaluation criteria for an award of a Cooperative Purchasing Master Agreement:

STEP	ITEM	POINTS	
		Products	Solutions
1	Responsiveness	Pass/Fail	Pass/Fail
2	Exhibit B-1 Mandatory Technical Requirements (per category/sub-category)	Pass/Fail	N/A
3	Exhibit B-2 System Solutions Narratives	N/A	250
4	Exhibit B-3 Experience, Qualifications, Certifications, and Services	500	500
5	Exhibit B-4 References (per category/sub-category/solution)	250	250
TECHNICAL/PERFORMANCE POINTS AVAILABLE		750	750
6	Exhibit C Bid Price (per category/sub-category/solution)	300	300
COMBINED TECHNICAL/PERFORMANCE & BID PRICE POINTS AVAILABLE		1050	1300
7	Washington Preference - Executive Order 18-03	50	50
TOTAL AVAILABLE POINTS		1100	1350
8	Responsibility Analysis	Pass/Fail	Pass/Fail
9	Contract Negotiations	Pass/Fail	Pass/Fail

3.2 RESPONSIVENESS (STEP 1). Enterprise Services will review bids – on a pass/fail basis – to determine whether the bid is ‘responsive’ to this Competitive Solicitation. This means that Enterprise Services will review each bid to determine whether the bid is complete – i.e., does the bid include each of the required bid submittals, are the submittals complete, signed, legible. Enterprise Services reserves the right – in its sole discretion – to determine whether a bid is responsive – i.e., to determine a Bidder’s

compliance with the requirements specified in this Competitive Solicitation and to waive informalities in a bid. An informality is an immaterial variation from the exact requirements of the Competitive Solicitation, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the goods or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial, to Bidders. Responsive bids will be evaluated as set forth herein.

3.3 MANDATORY TECHNICAL REQUIREMENTS EVALUATION (STEP 2). Enterprise Services will convene a team to review bids to determine whether each Bidder's product(s) meet the performance requirements set forth in *Exhibit B-1 – Category/Sub-Category Mandatory Technical Requirements*. Enterprise Services reserves the right to request additional information or perform tests and measurements before selecting the Apparent Successful Bidder. A Bidder's failure to provide requested information to Enterprise Services within ten (10) business days may result in disqualification. Failure to meet the mandatory technical requirements in a category/sub-category will not be further evaluated for the relevant category/sub-category.

3.4 SYSTEM SOLUTIONS NARRATIVE EVALUATION (STEP 3). Enterprise Services will convene a team to review and rate the bid narratives submitted for System Solution Narratives in Exhibit B-2. System Solutions are evaluated and awarded separately by category/sub-category.

Average Evaluator ratings, using the guidelines below will determine awarded points. Bidder's combined average rating will be divided by the available rating to determine the percentage of awarded points. The percentage will be multiplied by the number of points available to determine the Bidder's total awarded points. For example:

Average Evaluator Rating (65) / available rating (100) = Percentage of Points (65%)
 Percentage of Points (65%) X maximum points available (250) = Awarded points = **162.50**

3.5 EXPERIENCE, QUALIFICATIONS, CERTIFICATIONS, AND SERVICES (STEP 4). Enterprise Services will convene a team to evaluate bid responses to Exhibit B-3 Experience, Qualifications, Certifications, and Services. Average Evaluator ratings, using the guidelines below will determine awarded points. Bidder's average rating will be divided by the available rating to determine the percentage of awarded points. The percentage will be multiplied by the number of points available to determine the Bidder's total awarded points. For example:

Average Evaluator Rating (65) / maximum available rating (100) = Percentage of Points (65%)
 Percentage of Points (65%) X total points available (500) = Awarded points = **325.00**

Quality of Response	Scoring Guidelines	Evaluator's Rating
Unacceptable	Bid response fails to meet the requirement/solution, answer the question, or address the topic at hand. Bid response has multiple, significant weaknesses.	0
Marginal	Bid response partially answers each section/requirements or minimally addresses the line item topic. Bid response has minimal strengths and some weaknesses.	20

Quality of Response	Scoring Guidelines	Evaluator's Rating
Moderate	Bid response answers most of the section/requirements and addresses most of the requirements, but does not provide a clear understanding of how the requirement/solution is met. Bid response has minimal strengths that clearly outweigh weaknesses.	40
Good	Bid response answers all of the sections/requirements, meets the requirements and contains some strengths and/or only has minor weaknesses.	60
Excellent	Bid response answers all of the sections/requirements completely, exceeds the requirements and exhibits a strong and unique approach with multiple strengths.	80
Outstanding	Bid response answers all of the sections/requirements completely with additional information that vastly exceeds the requirement and exhibits a very strong and unique approach with multiple strengths.	100

3.6 **REFERENCES** (Step 5). Enterprise Services will convene a team to evaluate Bidder References. Two (2) references per category/sub-category/solution is required. Bidders are required to submit the reference form in Exhibit B-4 with their bid as instructed. References may be duplicated for each category/sub-category/solution if the work was similar in nature and scope. The combined average reference rating for all references will determine Bidder's awarded points using the formula sample below:

Average Evaluator Rating (3) / available rating (5) = Percentage of Points (60%)

Percentage of Points (60%) X maximum points available (250) = Awarded points = 150.00

3.7 **BID PRICING EVALUATION** (STEP 6). Only Bidders who are responsive, meet the minimum mandatory requirements and score at least seventy percent (70%) of the total non-cost evaluation points will advance to the Bid Pricing Evaluation. Enterprise Services will evaluate bids – to identify the lowest evaluation total – by reviewing and comparing the submitted bid prices provided in Exhibit C. The lowest bid price in each category/sub-category will receive the maximum points available. Others will receive proportionately fewer points, using the formula below:

Lowest Price/Higher Price X Maximum Available Points = Bidder's Awarded Points

3.8 **WASHINGTON STATE PROCUREMENT PRIORITIES & PREFERENCES** (STEP 7). Enterprise Services will apply the following Washington State procurement priorities and preferences, as set forth below, to this Competitive Solicitation.

- EXECUTIVE ORDER 18.03 (WORKERS' RIGHTS) - Procurement Preference for Executive Order 18-03 (Firms without Mandatory Individual Arbitration for Employees). Pursuant to RCW 39.26.160(3) (best value criteria) and consistent with Executive Order 18-03 – Supporting Workers' Rights to Effectively Address Workplace Violations (dated June 12, 2018), Enterprise Services will evaluate bids for best value and will provide a bid preference in the amount of fifty (50) evaluation points to any Bidder who certifies, pursuant to the Bidder Certification attached as Exhibit [A-1 – Bidder Certification](#), that their firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver.

3.9 RESPONSIBILITY ANALYSIS (STEP 8). For responsive bids, Enterprise Services will make reasonable inquiry to determine the responsibility of any Bidder. Enterprise Services will determine responsibility on a pass/fail basis. In determining responsibility, Enterprise Services will consider the following statutory elements:

- The ability, capacity, and skill of the Bidder to perform the contract or provide the service required;
- The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- Whether the Bidder can perform the contract within the time specified;
- The quality of performance of previous contracts or services;
- The previous and existing compliance by the Bidder with laws relating to the contract or services;
- Whether, within the three-year period immediately preceding the date of the Competitive Solicitation, the Bidder has been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW; and
- Such other information as may be secured having a bearing on the decision to award a Cooperative Purchasing Master Agreement.

See RCW 39.26.160(2)(a)-(f). In addition, Enterprise Services may consider the following:

- Financial Information: Enterprise Services may request financial statements, credit ratings, references, record of past performance, clarification of Bidder's offer, on-site inspection of Bidder's or subcontractor's facilities, or other information as necessary. Failure to respond to these requests may result in a bid being rejected as non-responsive.
- References: Enterprise Services reserves the right to use references to confirm satisfactory customer service, performance, satisfaction with service/product, knowledge of /service/industry and timeliness. Any negative or unsatisfactory reference can be reason for rejecting a Bidder as non-responsible.

3.10 ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER. Enterprise Services will determine the Apparent Successful Bidder ("ASB") per category/sub-category. The ASB will be the responsive and responsible Bidder (s) that best meet(s) the Competitive Solicitation requirements and presents the best total value, including price, as calculated consistent with the instructions set forth in Exhibit C – Bid Price, and other factors as set forth in this Competitive Solicitation.

- Designation as an ASB does not imply that Enterprise Services will issue an award for a Cooperative Purchasing Master Agreement to your firm. Rather, this designation allows Enterprise Services to perform further analysis and ask for additional documentation. The Bidder must not construe this as an award,

impending award, attempt to negotiate, etc. If a Bidder acts or fails to act as a result of this notification, it does so at its own risk and expense.

- Upon announcement of the ASB, Bidders may request a debrief conference as specified in Section 5.

3.11 AWARD OF A COOPERATIVE PURCHASING MASTER AGREEMENT. Subject to protests, if any, Enterprise Services and the ASB will enter into a Cooperative Purchasing Master Agreement as set forth in Exhibit D – Cooperative Purchasing Master Agreement. An award, in part or full, is made and a contract formed by execution of the Cooperative Purchasing Master Agreement by Enterprise Services and the awarded Bidder. Enterprise Services reserves the right to award on an all-or-nothing consolidated basis. Following the award of the Cooperative Purchasing Master Agreement, all Bidders registered in WEBS will receive a Notice of Award delivered to the Bidder's email address provided in the Bidder's profile in WEBS.

Cooperative Purchasing Master Agreement awards will be made to Bidders who:

1. Are responsive, and
2. Meet all the requirements of Exhibit B-1, and
3. Score seventy percent (70%) of the total technical/performance evaluation points, and
4. Total combined technical/performance and price points is equal to or greater than seventy percent (70%) of the highest Bidder's score in category/sub-category/solution, and
5. Are responsible.

3.12 Bid Information Availability. Upon Enterprise Services' announcement of ASB, all bid submissions and all bid evaluations are subject to public disclosure pursuant to Washington's Public Records Act. See RCW 39.26.030(2). Upon Enterprise Services' announcement of ASB, Enterprise Services will post all bid evaluations to Enterprise Services' website.

SECTION 4 – HOW TO PREPARE AND SUBMIT A BID FOR THIS COMPETITIVE SOLICITATION

This section identifies how to prepare and submit your bid to Enterprise Services for this Competitive Solicitation. In addition, Bidders will need to review and follow the Competitive Solicitation requirements including those set forth in the exhibits, which identifies the information that Bidders must provide to Enterprise Services to constitute a responsive bid. By responding to this Competitive Solicitation and submitting a bid, Bidders acknowledge having read and understood the entire Competitive Solicitation and accept all information contained within this Competitive Solicitation.

4.1. PRE-BID CONFERENCE. Enterprise Services will host a Competitive Solicitation pre-bid conference as described in Section 1.1 of this Competitive Solicitation. Attendance is not mandatory. Bidders, however, are encouraged to attend and participate. The purpose of the pre-bid conference is to clarify the Competitive Solicitation as needed and raise any issues or concerns that Bidders may have. If changes to the Competitive Solicitation are required as a result of the pre-bid conference, the Procurement Coordinator will post an amendment to this Competitive Solicitation to WEBS. Assistance for disabled, blind, or hearing-impaired persons who wish to attend the pre-bid conference is available with prior arrangement by contacting the Procurement Coordinator.

4.2. **BIDDER COMMUNICATIONS REGARDING THIS COMPETITIVE SOLICITATION.** During the Competitive Solicitation process, all Bidder communications regarding this Competitive Solicitation must be directed to the Procurement Coordinator for this Competitive Solicitation. See Section 1.2 of this Competitive Solicitation. Bidders should rely only on this Competitive Solicitation and written amendments to the Competitive Solicitation issued by the Procurement Coordinator. In no event will oral communications regarding the Competitive Solicitation be binding.

- Bidders are encouraged to make any inquiry regarding the Competitive Solicitation as early in the process as possible to allow Enterprise Services to consider and, if warranted, respond to the inquiry. If Bidder does not notify Enterprise Services of an issue, exception, addition, or omission, Enterprise Services may consider the matter waived by the Bidder for protest purposes.
- If Bidder inquiries result in changes to the Competitive Solicitation, written amendments will be issued and posted on WEBS.
- Unauthorized contact regarding this Competitive Solicitation with other state employees involved with the Competitive Solicitation may result in Bidder disqualification.

4.3. **PRICING.** Bid prices must include all cost components needed for the delivery of the goods and/or services as described in this Competitive Solicitation. See **Exhibit C – Bid Price**. A Bidder's failure to identify all costs in a manner consistent with the instructions in this Competitive Solicitation is sufficient grounds for disqualification.

- Inclusive Pricing: Bidders must identify and include all cost elements in their pricing. In the event that Bidder is awarded a Cooperative Purchasing Master Agreement, the total price for the goods and/or services shall be Bidder's price as submitted. Except as provided in the Cooperative Purchasing Master Agreement, there shall be no additional costs of any kind.
- Credit Cards (P-Cards): In the event that Bidder is awarded a Cooperative Purchasing Master Agreement, the total price for the goods and/or services shall be the same regardless of whether Purchasers make payment by cash, credit card, or electronic payment. Bidder shall bear, in full, any processing or surcharge fees associated with the use of credit cards or electronic payment.

4.4. **BID SUBMITTAL CHECKLIST – REQUIRED BID SUBMITTALS.** This section identifies the bid submittals that must be provided to Enterprise Services to constitute a responsive bid. The submittals must be delivered as set forth below. Bids that do not include the submittals identified below may be rejected as nonresponsive. In addition, Bidder's failure to complete any submittal as instructed may result in the bid being rejected. Bidders must identify any supplemental materials with the Bidder's name. Bidder must submit required documents as described below:

☐ **EXHIBIT A-1 – BIDDER CERTIFICATION**

This document is the Bidder Certification. Complete the certification and submit it along with any exceptions or required explanations to Enterprise Services.

Note: The Certification must be complete. Where there are choices, Bidder must check a box. The certification must be signed and submitted by a duly authorized representative for the Bidder.

☐ **EXHIBIT A-2 – BIDDER’S PROFILE**

This document is required Bidder information for Enterprise Services’ contract administration purposes. Complete as instructed and submit with bid to Enterprise Services.

☐ **EXHIBIT B-1 – MANDATORY TECHNICAL REQUIREMENTS**

Bidder must confirm that the goods meet or exceed the detailed specifications set forth in *Exhibit B-1*. Complete as instructed and submit with bid to Enterprise Services.

☐ **Exhibit B-2 System Solution Narratives.**

Bidder offering either a Radio Solution or a Power Supply Solutions must complete narrative responses to the system solutions as instructed in *Exhibit B-2* and submit with bid to Enterprise Services.

☐ **Exhibit B-3 Experience, Qualifications, Certifications, and Services.**

Bidder must to complete the worksheet as instructed in *Exhibit B-3* and submit with bid to Enterprise Services.

☐ **Exhibit B-4 References.**

Bidder must complete the reference form(s) as instructed in *Exhibit B-4 References* and submit with bid to Enterprise Services.

☐ **EXHIBIT C – BID PRICE**

Bidder is required to complete the price worksheet as instructed in *Exhibit C – Bid Price* and submit with bid to Enterprise Services.

- 4.5. **BID FORMAT.** Bids must be complete, legible, signed, and follow all instructions stated in the Competitive Solicitation (including the exhibits). Unless otherwise specified in writing by Enterprise Services, documents included with an electronic bid must be prepared in MS Word, MS Excel, or machine readable Adobe PDF. Documents must not be protected using a password to access.

- 4.6. **SUBMITTING BIDS.** You must submit one (1) electronic bid.

Electronic bids must be emailed to DESContractsTeamCypress@des.wa.gov. Enterprise Services’ email boxes only can accept emails that total less than 30MB in size. Bidders are cautioned to keep email sizes to less than 25MB to ease delivery. Bidders may submit multiple electronic files to accommodate the email limits. Multiple electronic files must be labeled to easily identify Bidder and submission. For example; “00318 [foldername-documentname-Biddername]”. Zipped files cannot be accepted.

Bid response must be separated into two folders, Technical/Performance and Bid Price.

Technical/Performance Folder must include the following documents and labeled, “00138Technical-Performance-BidderName”:

1. Exhibit A-1 Bidder Certification
2. Exhibit A-2 Bidder Profile

3. Exhibit B-1 Mandatory Technical Requirements
4. Exhibit B-2 System Solution Narratives
5. Exhibit B-3 Experience, Qualifications, Certifications and Services
6. Exhibit B-4 References
7. Exhibit D-1 Cooperative Purchasing Master Agreement Issues List

Bid Price Folder must be labeled “00318BidPrice-BidderName” and include:

- Exhibit C Bid Price

SECTION 5 – COMPLAINT, DEBRIEF, & PROTEST REQUIREMENTS

This section details the applicable requirements for complaints, debriefs, and protests.

- 5.1. **COMPLAINTS.** This Competitive Solicitation offers a complaint period for Bidders wishing to voice objections to this solicitation. The complaint period ends five (5) business days before the bid due date. The complaint period is an opportunity to voice objections, raise concerns, or suggest changes that were not addressed during the Question & Answer Period or, if applicable, at the Pre-Bid Conference. Failure by the Bidder to raise a complaint at this stage may waive its right for later consideration. Enterprise Services will consider all complaints but is not required to adopt a complaint, in part or in full. If Bidder complaints result in changes to the Competitive Solicitation, written amendments will be issued and posted on WEBS.
 - a. **CRITERIA FOR COMPLAINT.** A formal complaint may be based only on one or more of the following grounds: (a) The solicitation unnecessarily restricts competition; (b) The solicitation evaluation or scoring process is unfair or flawed; or (c) The solicitation requirements are inadequate or insufficient to prepare a response.
 - b. **INITIATING A COMPLAINT.** A complaint must: (a) Be submitted to and received by the Procurement Coordinator no less than five (5) business days prior to the deadline for bid submittal; and (b) Be in writing (see Form and Substance, and Other below). A complaint should clearly articulate the basis of the complaint and include a proposed remedy.
 - c. **RESPONSE.** When a complaint is received, the Procurement Coordinator (or designee) will consider all the facts available and respond in writing prior to the deadline for bid submittals, unless more time is needed. Enterprise Services is required to promptly post the response to a complaint on WEBS.
 - d. **RESPONSE IS FINAL.** The Procurement Coordinator’s response to the complaint is final and not subject to administrative appeal. Issues raised in a complaint may not be raised again during the protest period. Furthermore, any issue, exception, addition, or omission not brought to the attention of the Procurement Coordinator prior to bid submittal may be deemed waived for protest purposes.
- 5.2. **DEBRIEF CONFERENCES.** A Debrief Conference is an opportunity for Bidder and the Procurement Coordinator to meet and discuss the Bidder’s bid. A debrief is a required prerequisite for Bidder wishing to file a protest. Following the evaluation of the bids, Enterprise Services will issue an announcement of the ASB. That announcement may be made by any means, but Enterprise Services likely will use email to the Bidder’s email address provided in the Bidder’s Profile. Bidder

will have three (3) business days to request a Debrief Conference. Once a Debrief Conference is requested, Enterprise Services will offer the requesting Bidder one meeting opportunity and notify the Bidder of the Debrief Conference place, date, and time. Please note, because the debrief process must occur before making an award, Enterprise Services likely will schedule the Debrief Conference shortly after the announcement of the ASB and the Bidder's request for a Debrief Conference. Enterprise Services will not allow the debrief process to delay the award. Therefore, Bidder should plan for contingencies and alternate representatives; Bidder who are unwilling or unable to attend the Debrief Conference will lose the opportunity to protest.

- a. **TIMING.** A Debrief Conference may be requested by Bidder following announcement of the Apparent Successful Bidder.
- b. **PURPOSE OF DEBRIEF CONFERENCE.** Any Bidder who has submitted a timely bid response may request a Debrief Conference (see Form and Substance, and Other below). A Debrief Conference provides an opportunity for the Bidder to meet with Enterprise Services to discuss its bid and evaluation.
- c. **REQUESTING A DEBRIEF CONFERENCE.** The request for a Debrief Conference must be made in writing via email to the Procurement Coordinator and received within three (3) business days after the announcement of the Apparent Successful Bidder. Debrief conferences may be conducted either in person at the Enterprise Services offices in Olympia, Washington, via Zoom (or other approved remote meeting application), or via telephone, as determined by Enterprise Services, and may be limited by Enterprise Services to a specified period of time. The failure of Bidder to request a debrief within the specified time and attend a debrief conference constitutes a waiver of the right to submit a protest. Any issue, exception, addition, or omission not brought to the attention of the procurement coordinator before or during the debrief conference may be deemed waived for protest purposes.

5.3. PROTESTS. Following a Debrief Conference, Bidder may protest the award of a Cooperative Purchasing Master Agreement.

- a. **CRITERIA FOR A PROTEST.** A protest may be based only on one or more of the following: (a) Bias, discrimination, or conflict of interest on the part of an evaluator; (b) Error in computing evaluation scores; or (c) Non-compliance with any procedures described in the Competitive Solicitation.
- b. **INITIATING A PROTEST.** Any Bidder may protest an award to the ASB. A protest must: (a) Be submitted to and received by the Protest Officer specified below, within five (5) business days after the protesting Bidder's Debriefing Conference (see Form and Substance, and Other below); (b) Be in writing; (c) Include a specific and complete statement of facts forming the basis of the protest; and (d) Include a description of the relief or corrective action requested.
- c. **PROTEST RESPONSE.** After reviewing the protest and available facts, Enterprise Services' Protest Officer will issue a written response within ten (10) business days from receipt of the protest, unless additional time is needed.
- d. **DECISION IS FINAL.** The protest decision is final and not subject to administrative appeal. If the protesting Bidder does not accept Enterprise Services' protest response, the Bidder may seek relief in Thurston County Superior Court.

5.4. **COMMUNICATION DURING COMPLAINTS, DEBRIEFS, AND PROTESTS.** With the exception of protests, all communications about this Competitive Solicitation, including complaints and debriefs, must be addressed to the Procurement Coordinator unless otherwise directed. Protests must be addressed to the Protest Officer.

- a. **FORM, SUBSTANCE, & OTHER.** All complaints, requests for debrief, and protests must (a) Be in writing; (b) Be signed by the complaining or protesting Bidder or an authorized agent, unless sent by email; (c) Be delivered within the time frame(s) outlined herein; (d) Identify the solicitation number; (e) Conspicuously state “Complaint,” “Debrief” or “Protest” in any subject line of any correspondence or email, and (f) Be sent to the address identified below.
- b. **COMPLAINTS & PROTESTS.** All complaints and protests must (a) State all facts and arguments on which the complaining or protesting Bidder is relying as the basis for its action; and (b) Include any relevant documentation or other supporting evidence.

5.5. **HOW TO CONTACT ENTERPRISE SERVICES.**

- a. **TO SUBMIT A COMPLAINT.** Send an email message to the Procurement Coordinator listed in this Competitive Solicitation. The email message must include “Complaint” in the subject line of the email message. Alternatively, mail the complaint to the Procurement Coordinator listed in this Competitive Solicitation at the following address:

Attn: Procurement Coordinator – Complaint
Contracts & Procurement Division
Washington State Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

- b. **TO REQUEST A DEBRIEF CONFERENCE.** Send an email message to the Procurement Coordinator listed in this Competitive Solicitation. The email message must include “Debrief” in the subject line of the email message.
- c. **TO SUBMIT A PROTEST.** Send an email message to the Protest Officer at the following email address: DES_DLProcurementProtest@des.wa.gov. The email message must include “Protest” in the subject line of the email message. Alternatively, mail the protest to the Protest Officer at the following address:

Attn: Protest Officer
Contracts & Procurement Division
Washington State Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

SECTION 6 – DOING BUSINESS WITH THE STATE OF WASHINGTON

This section provides additional information regarding doing business with the State of Washington.

6.1. WASHINGTON'S PUBLIC RECORDS ACT – PUBLIC RECORDS DISCLOSURE REQUESTS.

- All documents (written and electronic) submitted to Enterprise Services as part of this procurement are public records. Unless statutorily exempt from disclosure, such records are subject to disclosure *if* requested. See RCW chapter 42.56, Public Records Act. Enterprise Services strongly discourages Bidder from unnecessarily submitting sensitive information (e.g., information that you might categorize as 'confidential,' 'proprietary,' 'sensitive,' 'trade secret,' etc.).
 - If, in your judgment, there is an applicable statutory exemption from disclosure for certain portions of your bid, please mark the precise portion(s) of the relevant page(s) of your bid that you believe are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure.
 - In addition, if, in your judgment, certain portions of your bid are not statutorily exempt from disclosure but are sensitive because these particular portions of your bid (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that your firm protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, please mark the precise portion(s) of the relevant page(s) of your bid that include such sensitive information.
- In the event that Enterprise Services receives a public records disclosure request pertaining to information that you have submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, will do the following:
 - Enterprise Services' Public Records Officer will review any records marked as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services will redact or withhold the document(s) as appropriate.
 - For documents marked 'sensitive' or for documents where Enterprise Services either determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services will notify the Bidder at the address provided in the bid submittal of the public records disclosure request and identify the date that Enterprise Services intends to release the document(s) (including documents marked 'sensitive' or exempt from disclosure) to the requester unless the Bidder, at Bidder's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Bidder fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services will release the requested document(s) on the date specified. Bidder's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Bidder of any claim that such materials are exempt or protected from disclosure.

6.2. **ECONOMIC GOALS.** In support of the state's economic goals, Bidder is encouraged to consider the following in responding to this Competitive Solicitation:

- Support for a diverse supplier pool, including, veteran-owned, minority-owned and women-owned business enterprises. Results Washington has established the following voluntary numerical goals for this Competitive Solicitation:
 - Ten (10) percent minority-owned businesses (MBE);
 - Six (6) percent women-owned businesses (WBE);
 - Five (5) percent veteran-owned businesses (VB).

Achievement of these goals is encouraged whether directly or through subcontractors. Bidder may contact the [Office of Minority and Women's Business Enterprises](#) for information on certified firms or to become certified.

- Veterans and U.S. active duty, reserve or National Guard service-members are eligible for the registry. The veteran or service-member must control and own at least fifty-one (51) percent of the business and the business must be legally operating in the State of Washington. Control means the authority or ability to direct, regulate or influence day-to-day operations.

6.3. **POLYCHLORINATED BIPHENYLS (PCBS) NOTICE.** Polychlorinated biphenyls, commonly known as PCBs, have adverse effects on human health and the environment. Accordingly, the State of Washington, through its procurements of goods, is trying to minimize the purchase of PCBs and to incentivize its contractual vendors to sell and package without PCBs. Bidders certifying all products and packaging contain no PCBs will not be evaluated but may receive additional consideration when doing business with the State of Washington. Other states having the same or similar requirement and will be further defined in Participating Addendum.

6.4. **RESOURCES.**

- Register for competitive solicitation notices at the Washington Electronic Business Solution (WEBS) [WEBS Registration](#). Note: There is no cost to register on WEBS.
- If you qualify as a Washington small business, identify yourself in WEBS. Call WEBS Customer Service at 360-902-7400.
- Contact the Washington State Office of Minority and Women's Business Enterprises about state and federal certification programs at Phone 866-208-1064 or [OMWBE](#).
- Contact the Washington State Department of Veterans' Affairs about veteran-owned businesses certification at (360) 725-2169 or [DVA](#).
- Contact Enterprise Services about small and diverse business inclusion.

EXHIBIT A-1 BIDDER CERTIFICATION

See attached Exhibit A-1 Bidder Certification.

Note: As set forth above, Bidder must complete, sign, and return the Exhibit A-1 Bidder Certification to Enterprise Services.

EXHIBIT A-2 BIDDER PROFILE

See attached Exhibit A-2 Bidder Profile.

Note: As set forth above, Bidder must complete and return the Exhibit B-2 Bidder Profile to Enterprise Services.

EXHIBIT B -1 MANDATORY TECHNICAL REQUIREMENTS

See attached Exhibit B-1 Mandatory Technical Requirements.

Note: As set forth above, Bidder must complete and return Exhibit B-1 Mandatory Technical Requirements to Enterprise Services.

EXHIBIT B-2 SYSTEM SOLUTION NARRATIVES

See attached Exhibit B-2 System Solution Narratives.

As set forth above, Bidder must complete, and return the Exhibit B-2 System Solution Narratives to Enterprise Services as instructed.

EXHIBIT B-3 EXPERIENCE, QUALIFICATIONS, CERTIFICATIONS AND SERVICES

See attached Exhibit B-3 Experience, Qualifications, Certifications and Services.

Note: As set forth above, Bidder must complete and return Exhibit B-3 Experience, Qualifications, Certifications and Services to Enterprise Services as instructed.

EXHIBIT B-4 REFERENCES

See attached Exhibit B-4 References.

Note: As set forth above, Bidder must complete and return Exhibit B-4 References to Enterprise Services as instructed.

EXHIBIT C – BID PRICE

See attached Exhibit C – Bid Price.

Note: As set forth above, Bidder must complete and return Exhibit C – Bid Price to Enterprise Services as instructed.

EXHIBIT D COOPERATIVE PURCHASING MASTER AGREEMENT

See attached Exhibit D – Cooperative Purchasing Master Agreement for Competitive Solicitation No. 00318 – Public Safety Communications Products, Services and Solutions.

EXHIBIT D-1 COOPERATIVE PURCHASING MASTER AGREEMENT ISSUES LIST

See attached Exhibit D-1 – Cooperative Purchasing Master Agreement Issues List.

Note: As set forth above, Bidder may complete and return Exhibit D-1 – Cooperative Purchasing Master Agreement Issues List to Enterprise Services.

EXHIBIT E – HISTORICAL SALES AND OTHER STATE INFORMATION

See attached Exhibit E Historical Sales.

Note: As a courtesy, Exhibit E – Historical Sales provides historical sales by state and vendor.

EXHIBIT E-1 PARTICIPATING ADDENDUM - STATE OF WASHINGTON

See attached Exhibit E-1 Participating Addendum - State of Washington.

Note: As a courtesy, Exhibit E-1 Participating Addendum - State of Washington provides a copy of the Participating Addendum awarded Contractors may be required to sign to do business in the State of Washington.

EXHIBIT E-2 PARTICIPATING ADDENDUM - STATE OF OREGON

See attached Exhibit E-2 Participating Addendum - State of Oregon.

Note: As a courtesy, Exhibit E-2 Participating Addendum - State of Oregon provides a copy of the Participating Addendum awarded Contractors may be required to sign to do business in the State of Oregon.

EXHIBIT E-3 TERMS AND CONDITIONS – STATE OF VERMONT

See attached Exhibit E-3 Terms and Conditions - State of Vermont

Note: As a courtesy, Exhibit E-3 Terms and Conditions - State of Vermont provides a copy of the terms and conditions awarded Contactors may be required to agree to do business in the State of Vermont.

EXHIBIT E-4 TERMS AND CONDITIONS – STATE OF NEW MEXICO

See attached Exhibit E-4 Terms and Conditions - State of New Mexico

Note: As a courtesy, Exhibit E-4 Terms and Conditions - State of New Mexico provides a copy of the terms and conditions awarded Contactors may be required to agree to do business in the State of New Mexico.

EXHIBIT E-5 TERMS AND CONDITIONS – STATE OF MONTANA

See attached Exhibit E-5 Terms and Conditions - State of Montana

Note: As a courtesy, Exhibit E-5 Terms and Conditions - State of Montana provides a copy of the terms and conditions awarded Contactors may be required to agree to do business in the State of Montana.

EXHIBIT E-6 TERMS AND CONDITIONS – STATE OF HAWAII

See attached Exhibit E-6 Terms and Conditions - State of Hawaii

Note: As a courtesy, Exhibit E-6 Terms and Conditions - State of Hawaii provides a copy of the terms and conditions awarded Contactors may be required to agree to do business in the State of Hawaii.

EXHIBIT E-7 TERMS AND CONDITIONS – STATE OF UTAH

See attached Exhibit E-7 Terms and Conditions - State of Utah

Note: As a courtesy, Exhibit E-7 Terms and Conditions - State of Utah provides a copy the terms and conditions awarded Contactors may be required to agree to do business in the State of Utah.

EXHIBIT E-8 TERMS AND CONDITIONS – STATE OF CALIFORNIA

See attached Exhibit E-8 Terms and Conditions - State of California

Note: As a courtesy, Exhibit E-8 Terms and Conditions - State of California provides a copy the terms and conditions awarded Contactors may be required to agree to do business in the State of California.

EXHIBIT E-9 TERMS AND CONDITIONS – STATE OF ILLINOIS

See attached Exhibit E-9 Terms and Conditions - State of Illinois

Note: As a courtesy, Exhibit E-9 Terms and Conditions - State of Illinois provides a copy of the terms and conditions awarded Contactors may be required to agree to do business in the State of Illinois.

EXHIBIT E-10 PARTICIPATING ADDENDUM – STATE OF WISCONSIN

See attached Exhibit E-1- Participating Addendum - State of Wisconsin.

Note: As a courtesy, Exhibit E-10 Participating Addendum - State of Wisconsin provides a copy of the Participating Addendum awarded Contractors may be required to sign to do business in the State of Wisconsin.

EXHIBIT E-11 TERMS AND CONDITIONS – STATE OF MARYLAND

See attached Exhibit E-11 Terms and Conditions – State of Maryland

Note: As a courtesy, Exhibit E-11 Terms and Conditions – State of Maryland provides a copy of the terms and conditions awarded Contactors may be required to agree to do business in the State of Maryland.

EXHIBIT E-12 TERMS AND CONDITIONS – STATE OF ALASKA

See attached Exhibit E-12 Terms and Conditions – State of Alaska

Note: As a courtesy, Exhibit E-12 Terms and Conditions – State of Alaska provides a copy of the terms and conditions awarded Contractors may be required to agree to do business in the State of Alaska.

Exhibit B

Original Government Contract

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-22-70-49-19
AMENDMENT 1

PUBLIC SAFETY COMMUNICATIONS, PRODUCTS, SERVICES, AND SOLUTIONS
Washington NASPO ValuePoint Master Agreement Number 00318
Zetron, Inc. (Contractor)

The parties mutually agree to amend Participating Addendum 7-22-70-49-19 as follows:

- 1) **Section 21. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS** is hereby added to read as follows:

21. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Participating Addendum. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

- 2) **Section 22. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING** is hereby added to read as follows:

22. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Upon request by an ordering agency, Contractor must complete a [GenAI Reporting and Fact Sheet \(STD 1000\)](#) to identify if their solution or service includes, or makes available, any GenAI including, GenAI from third parties or subcontractors.

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately

Participating Addendum 7-22-70-49-19
Amendment 1

complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology.

At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

If Contractor identifies GenAI in their solution, a copy of the STD 1000 must be submitted to the DGS State Contract Administrator.

**Participating Addendum 7-22-70-49-19
Amendment 1**

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

STATE OF CALIFORNIA

Department of General Services

Agency Name

Julie Matthews Digitally signed by Julie Matthews
Date: 2024.08.29 13:00:36 -07'00' 8/29/2024

Authorized Signature

Date Signed

Julie Matthews, MAU2 Supervisor

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605

Address

CONTRACTO

Zetron, Inc.

Contractor Name

 08/22/2024

Authorized Signature

Date Signed

Scott French, President and Executive GM

Printed Name/Title of Person Signing

6812 185th Ave NE
Redmond, WA 98052

Address

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-22-70-49-19
PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES, AND SOLUTIONS
Washington NASPO ValuePoint Master Agreement Number 00318
Zetron, Inc. (Contractor)

This Participating Addendum Number 7-22-70-49-19 is entered into between the State of California, Department of General Services (hereafter referred to as “State” or “DGS”) and Zetron, Inc. (hereafter referred to as “Contractor”) under the lead state of Washington NASPO ValuePoint Master Agreement Number 00318.

1. SCOPE

- A. This Participating Addendum covers the purchase of Public Safety Communications Products, Services, and Solutions under the Washington NASPO ValuePoint Master Agreement. The Washington NASPO ValuePoint Master Agreement is hereby incorporated by reference. Product and service categories included under this Participating Addendum are identified in Section 5 (Available Products and Services).
- B. This Participating Addendum is available for use by California state agencies and local governments. A local government is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds. The [State Agency Listing](https://www.ca.gov/agenciesall/) (<https://www.ca.gov/agenciesall/>) provides a comprehensive list of state agencies.
- C. Each local government is to make its own determination whether this Participating Addendum and the Washington NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

- A. The term of this Participating Addendum shall begin on January 1, 2022, or upon signature approval by the State, whichever is later. The term will end on December 31, 2026, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.
- C. Order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be after the Participating Addendum expiration date.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

- A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.
- 1) General Provisions – Information Technology (GSPD-401IT) effective 11/19/2021.
 - 2) Attachment A, Public Safety Radio Goods Special Provisions, TDe-947 (Rev. 12/2016).
- B. General Provisions – Information Technology (GSPD-401IT) can be viewed on the [DGS Procurement Division website](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language) (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language>).

4. ORDER OF PRECEDENCE

- A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:
- 1) California Participating Addendum Number 7-22-70-49-19
 - 2) Washington NASPO ValuePoint Master Agreement Number 00318

5. AVAILABLE PRODUCTS AND SERVICES

- A. The following product and service offerings from the Washington NASPO ValuePoint Master Agreement Number 00318 are allowed under this Participating Addendum:

Category 4 – Dispatch Consoles

Category 6 – Interoperability Gateway Devices

6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES (STATE AGENCIES ONLY)

- A. The following restrictions apply to state agency purchases under this Participating Addendum:
- 1) Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by State agencies without an exemption. State agencies are responsible for obtaining a mandatory statewide contract exemption from DGS prior to issuing a purchase order. State Departments are responsible for obtaining an exemption from California Governor's Office of

Emergency Services, Public Service Communications (CAL OES-PSC) prior to issuing a purchase order. This restriction is not applicable to political subdivisions/local governments.

- 2) Contractor shall reject State purchase orders for radio and related electronic equipment not stamped and signed by Cal OES-PSC, or risk termination of their Participating Addendum.
- 3) Services that fall within the definition of “public works” as defined in Public Contract Code, Section 1101 and Labor Code Section 1720 are disallowed under this cooperative agreement and must be procured by alternate means. This restriction is not applicable to local governments.

7. PRICING

Contractor is responsible for maintaining a current price list of available products and services on the NASPO ValuePoint Public Safety Communications Products, Services, and Solutions website.

8. AUTHORIZED RESELLERS

- A. Contractor may use State-approved Authorized Resellers under this Participating Addendum for sales and service functions as defined herein.
 - 1) Authorized Resellers must accept purchase orders and accept payment from ordering agencies for products and services offered under this Participating Addendum.
 - 2) Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.
 - 3) All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.
- B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.
- C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.
- D. Subject to the approval of the State, Authorized Resellers may be added on a quarterly basis during the term of the Participating Addendum. Contractors shall notify the State in writing of any deleted Authorized Resellers or changes to current Authorized Resellers' information at any time.

- E. Contractor will be required to submit Authorized Reseller requests, in a format specified by the State, to the State Contract Administrator for approval.
- F. State-approved Authorized Resellers will be posted on the State's Cal eProcure website.

9. SUBCONTRACTORS

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor.
- B. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted except for subcontractors listed on the Bidder Declaration (GSPD-05-105) provided to ordering agencies at the time an order is quoted.
- C. As the prime contractor, Contractor is responsible for reports and fees required by the terms and conditions of the NASPO ValuePoint Master Agreement and State Participating Addendum.
- D. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

10. ORDERING AGENCY RESPONSIBILITIES

- A. State agency and local government use of this Participating Addendum is optional.
- B. State agencies and local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum. User Instructions are posted on the State's Cal eProcure website.
- C. All purchase orders issued by Participating Entities under this Addendum shall include the State Participating Addendum Number 7-22-70-49-19.

11. STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

- A. State agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's

State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.

- B. Contractor will be required to complete and return a [Recycled-Content Certification form](https://www.calrecycle.ca.gov/contracts/forms) (<https://www.calrecycle.ca.gov/contracts/forms>) upon request by the state agency.

12. DELIVERY

- A. Delivery shall occur as negotiated between ordering agency and contractor and included in the purchase order, or as otherwise stipulated in the NASPO ValuePoint Master Agreement.
- B. Free On Board (F.O.B.) Destination, freight prepaid by the Contractor, to the ordering agency's receiving point.

13. INVOICING AND PAYMENT

- A. Payment terms for this Participating Addendum are net 45 days. Payment will be made in accordance with IT General Provisions Paragraph 30 (Required Payment Date).
- B. Invoices shall be sent to the address identified in the ordering agency's purchase order. The State Participating Addendum Number and ordering agency purchase order number shall appear on each invoice for all purchases placed under this Participating Addendum.
- C. Contractor does not accept the State of California credit card (CAL-Card) for payment of invoices.

14. USAGE REPORTING

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment B. The report is due even when there is no activity.
- B. The DGS Contract Administrator reserves the right to modify Attachment B and require Contractor to provide additional order information during the course of this Agreement.
- C. The report shall be an Excel spreadsheet transmitted electronically to the [DGS Cooperatives mailbox](mailto:PDCooperatives@dgs.ca.gov) (PDCooperatives@dgs.ca.gov).
- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting

corrected reports within five (5) business days of the date of written notification from the State.

E. Tax must not be included in the report, even if it is on the purchase order.

F. Reports are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

H. Time extensions may be approved only if all due reports have been submitted to the State.

15. ADMINISTRATIVE FEE

A. Contractor is required to remit to DGS an administrative fee amount equal to 1.25% of the sales for the quarterly reporting period less freight, taxes, returned products and credits. (For example, if the net sales for the reporting quarter totals \$100,000.00, the incentive fee due to DGS would be \$1,250.00.)

B. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.

C. The administrative fee shall not be invoiced or charged to the ordering agency.

D. Payment of the administrative fee is due irrespective of payment status from ordering agencies.

E. Payment may be made in the form of an electronic payment using the [LPA Payment Portal website](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) (https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) or by submitting a check payable to the State of California, Department of General Services.

F. Administrative fee payments made by check must include the Participating Addendum Number on the check and be submitted to the following address:

Participating Addendum 7-22-70-49-19

Department of General Services
Procurement Division
Attn: MAPS Payment Processing
707 Third Street, 2nd Floor
West Sacramento, CA 95605

G. Administrative fee payments are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this Participating Addendum.

16. CONTRACT MANAGEMENT

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	Contract Manager
Name:	Sophie Kather
Phone:	425-820-6363
Fax:	425-820-7031
Email	zusstatecontracts@zetron.com
Address:	Zetron, Inc. Attn: Sophie Kather 12034 134th Ct. NE #201 Redmond, WA 98052

B. The State Contract Administrator for this Participating Addendum shall be as follows:

State	Contract Administrator
Name:	Michael Wong
Phone:	279-946-8238
Fax:	N/A

State	Contract Administrator
Email	Michael.Wong@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

- C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten (10) business days after the change.

17. TERMINATION OF AGREEMENT

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

18. AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

19. NEWS RELEASES

Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Participating Addendum shall not be made without prior written approval from the State.

20. AGREEMENT

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into

Participating Addendum 7-22-70-49-19

this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

- B. By signing below Contractor agrees to offer the same products/and or services as on the Washington NASPO ValuePoint Master Agreement Number 00318, at prices equal to or lower than the prices on that contract.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

Department of General Services

Agency Name



5/24/2022

Authorized Signature

Date Signed

Stephanne Lim / MAU2 Supervisor

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605

Address

CONTRACTOR

Zetron, Inc.

Contractor Name



5/14/2022

Authorized Signature

Date Signed

Scott French / President

Printed Name/Title of Person Signing

12034 134th Ct. NE #201
Redmond, WA 98052

Address



State of California
California Governor's Office of Emergency Services
PUBLIC SAFETY RADIO GOODS
SPECIAL PROVISIONS
TDe-947 (REV. 12/2016)



PUBLIC SAFETY COMMUNICATIONS

1. TECHNICAL STANDARDS

- a) Where applicable, all goods delivered shall meet or exceed the requirements contained in the Code of Federal Regulations, Title 47 Telecommunication, Chapter I Federal Communications Commission Rules and Regulations, in particular:
 - i) Part 2, Subpart I, "Marketing of Radio Frequency Devices" (47CFR2.803). All goods offered shall be authorized by the FCC by the bid due date.
 - ii) Part 15, Radio Frequency Devices (47CFR15).
 - iii) Part 90, Private Land Mobile Radio Service (47CFR90).
 - iv) Part 101, Fixed Microwave Services (47CFR101).
- b) Where applicable, all goods operating in the analog mode shall meet or exceed all applicable performance standards listed in TIA/EIA-603-C, "Land Mobile FM and PM Communications Equipment Measurement and Performance Standards", unless otherwise stated in the specification.
 - i) The State may consider goods operating within 30-50 MHz that are tested under comparable performance standards listed in TIA-603 and possibly EIA-152-C, "Minimum Standards for Land Mobile Communication FM or PM Transmitters, 25-866 MHz" and EIA/TIA-204-D, "Minimum Standards for Land Mobile Communication FM or PM Receivers, 25-866 MHz (which were superseded by TIA/EIA-603).
 - ii) Specification compliance testing conducted by the State, however, will be conducted in accordance with the methods, procedures, and requirements of TIA/EIA-603-C, unless otherwise stated in the specification. All measurements of transmitter radio frequency specifications shall be made at the transmitter chassis antenna connector. All measurements of receiver radio frequency specifications shall be made at the receiver chassis antenna connector. Measurements of received audio response and distortion shall be made at the speaker output.
 - iii) The performance requirements contained within the technical specifications further define and, in some cases, exceed the requirements contained in TIA/EIA-603-C. In the event of a conflict between performance requirements contained in TIA/EIA-603-C and the performance requirements contained in the specification, the requirements contained in the specification shall prevail.

- c) Where applicable, all goods operating in the digital mode shall meet or exceed all applicable APCO Project 25 system standards listed in the TIA/EIA 102 series of standards, interim standards and technical bulletins.
- d) Where applicable, all goods operating within 806-809 / 821-824 MHz and 851-854 / 866-869 MHz shall comply with the recommendations set forth in the National Public Safety Planning Advisory Committee 800 MHz NPSPAC Channel Regional Communications Plan for Regions 5 and 6 approved by the Federal Communications Commission (FCC) in 47CFR90.621(g).

2. SPECIAL ORDERING PROVISIONS

During the thirty-calendar day period immediately following purchase order issuance, the State reserves the right to increase the quantity ordered by up to twenty-five percent, or as otherwise specified, at rates not to exceed those contained herein.

3. SPECIFICATION COMPLIANCE TESTING

- a) Goods may be inspected before acceptance for workmanship, appearance, and conformance to all other requirements of the specifications. The State may reject any shipment or item of a shipment that is not in compliance with specification requirements or is otherwise defective in any manner.
- b) Within fifteen calendar days after contractor first receives notice of rejection, contractor shall, if requested by the State, remove rejected goods from the State's facilities. Upon failure of contractor to remove such goods from the State's facilities within the specified period, the State may forward such goods to contractor by common carrier, at contractor's expense and risk.
- c) Unless otherwise specified at time of rejection, and at no cost to the State, all rejected goods shall be repaired or replaced by contractor and shall be returned to the State within thirty calendar days from the date the goods are made available on, or removed from, the State's facilities, whichever occurs first.
- d) Unless otherwise specified at time of rejection, if contractor does not deliver goods meeting specifications within sixty calendar days from the date the goods are made available on, or removed from, State's facilities, whichever occurs first, contractor shall be deemed to be in default, and the State will terminate the purchase order in whole or in part in accordance with the Termination for Default provision contained in the General Provisions.

- e) At the State's option, contractor may be permitted to make repairs of rejected goods at the State's facilities.

4. MINIMUM GUARANTEES AND WARRANTIES

- a) Contractor is responsible for all guarantees and warranties required herein. Any guarantee/warranty offered by the original goods manufacturer shall not relieve contractor of this responsibility.
- b) If contractor is other than the manufacturer of goods delivered, contractor warrants that the manufacturer has authorized contractor to sell goods delivered. At the request of the State, written verification by manufacturer of such authorization shall be immediately provided.
- c) All goods delivered shall be guaranteed by contractor against defects for eighteen months from date of acceptance.
- d) During the guarantee period, contractor shall repair or replace, at its option and expense, all defective goods, or refund the purchase price thereof.
- e) Unless otherwise specified at time of requested repair, if contractor has not completed guarantee repair within thirty calendar days after notification of a malfunction, the State may effect such repairs and bill contractor for material cost and labor cost at the State technician current hourly rate.
- f) Workmanship and materials provided by contractor in the performance of any installation work required shall be guaranteed for ninety calendar days after installation. Workmanship or materials which are found to be defective during this period shall be promptly corrected at contractor's expense.
- g) During the Warranty Period, Contractor shall manage the individual warranties and maintenance services (if any) of the third-party Goods. If the third-party Goods do not function as warranted during the Warranty Period, Contractor will correct the deficiency

5. DESIGN DEFECT

- a) A design defect, based on the number purchased from the contract, shall be defined as identical failures occurring within five years after delivery in at least five units or five percent, whichever is larger, of identical assemblies, subassemblies, or parts supplied. (Shall be based on the number delivered to the State of California).
- b) Delivered goods shall be guaranteed by contractor against design defects for five years from date of acceptance. Upon written notification to and confirmation by contractor of design defects evidenced within the five-year guarantee period, contractor shall take prompt corrective action, at no cost to the State.
- c) Whenever it is necessary for contractor to take corrective action of design defects, contractor shall take the same corrective action in all identical goods supplied.
- d) All parts and materials used in corrective action for design defects shall be guaranteed by contractor against defects for one year from date of such corrective action.

6. SERVICE PROVISIONS

- a) Contractor shall provide the following services that will repair or exchange, in the times indicated, all defective goods returned by the State for repair.
 - i) Emergency no-charge warranty service within five calendar days, excluding shipping time, for defective goods returned within the guarantee period.
 - ii) Non-emergency no-charge warranty service within twenty calendar days, excluding shipping time, for defective goods returned within the guarantee period.
 - iii) Emergency full-charge nonwarranty service within five calendar days, excluding shipping time, for defective goods returned after expiration of the guarantee period.

7. AVAILABILITY OF REPAIR PARTS

- a) Contractor shall notify State of the date of last manufacture for all goods delivered.
- b) For a period of seven years from the notice of last manufacture, contractor shall make available to the State exact replacement parts for use in the delivered goods.
- c) If exact replacement parts are not available, contractor may substitute equal or similar parts which do not deteriorate performance and which will continue to meet all specifications in effect at the time of purchase.

8. AVAILABILITY OF MANUALS

- a) Contractor shall offer for free, or for purchase, complete service and repair manuals of the products offered on the contract.
- b) The manuals shall include theory of operation, board level schematics and complete parts lists.

9. AVAILABILITY OF TOOLS AND ADAPTORS

- a) Contractor shall offer for free, or for purchase, any specialized tools or adaptors needed to complete factory level repairs.
- b) The specialized tools and adaptors provided by the contractor shall enable technicians to complete factory level repairs, at the purchaser's repair and maintenance facilities, without voiding factory warranty.

10. SOFTWARE USAGE/LICENSE REQUIREMENT

- a) The California Governor's Office of Emergency Services, Public Safety Communications, and/or the purchasing agency shall be permitted to make unlimited copies of any software required for installation and maintenance of goods supplied. Such copies shall be for the sole and exclusive use of the State designated maintenance and engineering personnel in the installation, maintenance, and operation of the delivered goods.
- b) Any need for a separate software license agreement to reflect the scope and/or limitations of this usage shall be negotiated to the mutual agreement of the parties, including Department of General Services, Procurement Division and Public Safety Communications Agency.

Exhibit C

City's Insurance and Indemnity

Exhibit C

Insurance and Indemnity

INDEMNIFICATION

To the furthest extent allowed by law, VENDOR shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, VENDOR or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Contract.

VENDOR'S obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

If software is included in the purchase: VENDOR agrees to indemnify, defend, settle, or pay any third-party claim or action against any Client Party for infringement of any U.S. patent or copyright arising from CITY'S use in accordance with this Agreement of the System. If the System or any part of the System is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, VENDOR shall, at its own expense, either: (i) procure for City the right to continue to use the System; or (ii) modify the System to make it non-infringing, provided that such modification does not materially adversely affect City's authorized use of the System; or (iii) replace the System with a functionally equivalent non-infringing program at no additional charge to City; or (iv) if none of the foregoing alternatives is reasonably available to VENDOR, terminate this Agreement and refund to City any prepaid but unearned fees paid to VENDOR.

If VENDOR should subcontract all or any portion of the work to be performed under this Contract, VENDOR shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This indemnification Section is subject to Contractor's (Tait's) and subcontractor's limitations of liability established in Section 14.4 of the Original Government Contract.

This section shall survive termination or expiration of this Contract.

INSURANCE REQUIREMENTS

(a) Throughout the life of this Agreement, VENDOR shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either

(i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, VENDOR or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to VENDOR shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve VENDOR of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by VENDOR shall not be deemed to release or diminish the liability of VENDOR, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by VENDOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of VENDOR, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."

2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. **If software is included in the purchase:** Cyber Liability (Privacy and Data breach) insurance appropriate to VENDOR'S profession. Coverage shall be sufficiently broad to respond to duties and obligations as is undertaken by VENDOR in this agreement and shall include but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

MINIMUM LIMITS OF INSURANCE

VENDOR shall procure and maintain for the duration of the contract, and for 5 years thereafter, insurance with limits of liability not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
2. **COMMERCIAL AUTOMOBILE LIABILITY**

\$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation Insurance as required by the State of California with statutory limits and EMPLOYER'S LIABILITY with limits of liability not less than:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

4. If software is included in the purchase: CYBER LIABILITY insurance with limits of not less than:

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate

UMBRELLA OR EXCESS INSURANCE

In the event VENDOR purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

VENDOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and VENDOR shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

(i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. VENDOR is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, VENDOR shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, VENDOR shall provide a new certificate, and applicable

endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

(ii) The Commercial General and Automobile Liability insurance policies shall be written on an occurrence form.

(iii) The Commercial General and Automobile Liability insurance policies shall be endorsed to name City, its officers, officials, agents, employees and volunteers as an additional insured all ongoing and completed operations. Additional Insured endorsements under the General Liability policy must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.

(iv) The Commercial General and Automobile Liability insurance shall contain, or be endorsed to contain, that VENDOR'S insurance shall be primary to and require no contribution from the City. Primary and Non Contributory language under the General Liability policy must be as broad as that contained in ISO Form CG 20 01 04 13. These coverages shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers.

(v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

(vi) All insurance policies required herein shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

If software is included in the purchase: The Cyber Liability insurance shall cover claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information (including credit monitoring costs), alteration of electronic information, extortion and network security. Such coverage is required for claims involving any professional services for which VENDOR is engaged with the City for such length of time as necessary to cover any and all claims

If the Cyber Liability insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by VENDOR.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by VENDOR, VENDOR must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to CITY for review.

5. These requirements shall survive expiration or termination of the Agreement.

Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

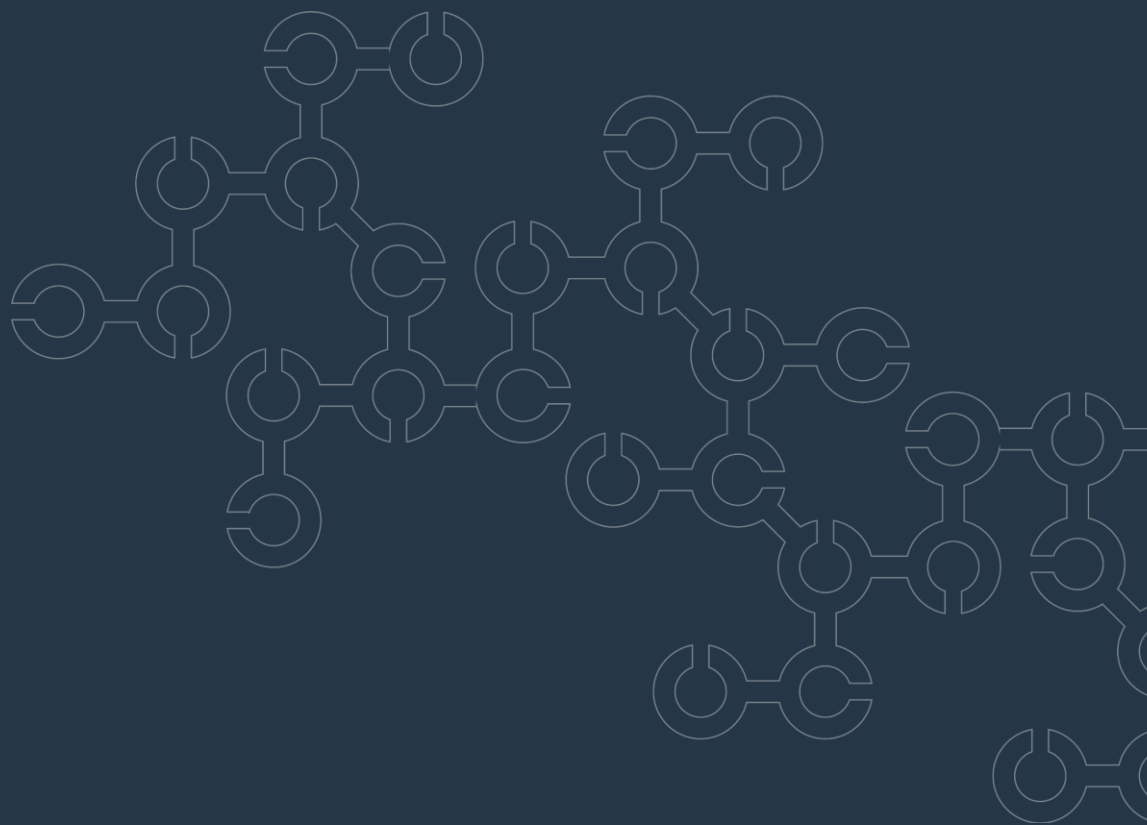
PROVIDING OF DOCUMENTS

VENDOR shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein. All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, VENDOR shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of VENDOR shall also be required to provide all documents noted herein.

SUBCONTRACTORS

If VENDOR subcontracts any or all of the services to be performed under this Agreement, VENDOR shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, VENDOR will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

Exhibit D
Scope of Work



City of Fresno SOW

City of Fresno, CA SOW

April 10th, 2025
Rick Felt

1. GENERAL INFORMATION

This Statement of Work ("SOW" or the "Agreement") shall be the controlling contract between Zetron, Inc. (Zetron, Inc. and Daniels Electronics d/b/a Codan Communications are collectively Zetron, a Codan Company, or "Zetron") and the "Customer" (the "Agreement"). This Statement of Work and its accompanying appendices, if applicable, define the responsibilities of Zetron and the "Customer", listed below, during the construction of a Zetron ACOM system (the "System") for positions for the customer described below. The Equipment to be included in the System is listed in the design review documents. The Equipment list is subject to change. In conjunction with the Agreement between Zetron and City of Fresno ISD ("Customer") for this project, this document separates tasks to be performed by Zetron, Customer, and others. Tasks to be performed by others, if included in this document, are for informational purposes.

This SOW may reference the Contract, or other documents that are part of the Contract. In all cases, the most recent SOW (by signatory reference) will be the actual document for the construction of the System.

1.1 Project Identification

Identifying Name	City of Fresno- DFSI Upgrade
Project Number	Z27115
Contracting Party	City of Fresno ISD
Customer End User	City of Fresno ISD
Customer's Address (contracting party)	2600 Fresno St. Rm 1059 Fresno CA 93721-3620
Customer's Project Manager	Armen Karlozian
Contract Terms (contract number)	NASPO ValuePoint Contract #00318
Shipping	F.O.B. destination.
Change Order Procedure	Zetron change order form.

1.2 Reference Documents and Contract Terms and Conditions in Order of Priority

- All applicable terms of Zetron's NASPO ValuePoint Contract #00318. [NASPO Terms and Conditions](#)
- Service Agreement between Zetron and the City of Fresno, dated XXXXX
- This Statement of Work
- Quote #: 20069313

1.3 Delivery Schedule

Zetron and its subcontractor(s), if applicable, shall create a delivery schedule that meets the delivery requirements under the Contract. If the Contract did not contain a written delivery schedule, the completed, written delivery schedule shall be incorporated into the Contract.

1.4 Interrelationships

Zetron reserves the right to use subcontracted services. This work is exclusively for the City of Fresno, any relationships or dependencies on shared equipment with the County, Clovis or other agencies are outside of the scope of this contract and would need to be addressed on a case-by-case basis as part of the change order process.

1.5 Equipment

Zetron will manufacture, configure, and test the hardware and software identified in this section.

- We will supply hardware, software and licenses to add 20 x non-encrypted DFSI talkpaths into the existing ACOM system.
- The added DFSI resources will be available on both ACOM system cores.
- The services quoted includes GUI design, as-built document updates, onsite installation and configuration services.
- No encryption is included.
- No acceptance tests were included in this proposal as it is adding hardware to an existing system already in service.
- Zetron may use 3rd party services to assist with physical delivery and/or installation as determined appropriate.

1.6 Services

Project Management development of a Project Timeline, updates to the system as-built documentation. Installation assistance will be completed in a single contiguous trip. Expenses and labor incurred for additional trips will be billed through the change order process or billed separately.

1.7 Functionality

The hardware, software and licenses will be provided to add 20 x non-encrypted DFSI talkpaths into the existing ACOM system.

The added DFSI resources will be available on both ACOM system cores.

1.8 Customer-Supplied Equipment

Any Customer-supplied equipment must be in working order and sent in its entirety, unless mutually agreed to Zetron's facility at Customer's expense to enable Zetron to integrate said equipment into the System.

1.9 Project Management

Project management is an ongoing activity required of all parties for successful integration of the proposed Equipment. Zetron will assign a project manager or single point of contact ("Zetron Project Manager") who will manage the project remotely. Customer will assign a project manager who will provide primary on-site project management. The Customer will be required to provide a single point of contact for the implementation of this SOW. The project managers will be responsible for contract administration, scheduling, and monitoring progress of the assigned deliverables of their respective organizations. Formal communications are to be channeled through the project managers with direction provided by the Zetron Project Manager.

Formal communications are not to be routed directly between subcontractors and Customer, except as otherwise specifically stated in the agreement or as mutually agreed by all parties during project execution.

1.10 Project Kick-Off Meeting

A project kick-off meeting will be scheduled before installation of the System begins. This meeting is a working session, which uses the Zetron SOW, and other pertinent documents as the basis for fully developing the implementation plan.

During the meeting Zetron and Customer will finalize the implementation schedule. At the conclusion of the meeting all tasks will have been clearly defined, with all parties understanding what is expected of them.

1.11 Project Planning

Zetron will prepare an installation plan and project schedule for equipment installation, configuration, and deployment. These documents will be used to guide all of Zetron's activities and to monitor and track Zetron's progress.

1.12 Change Orders / Modifications

Zetron and Customer shall follow Zetron's change order process unless otherwise mutually agreed.

1.13 Site Surveys

Not applicable.

1.14 Preliminary Design Review (PDR)

Not applicable.

1.15 User Interface

Zetron will work with Customer to design the Graphical User Interface (GUI) screen configurations for the System. Labor spent on changes to the screen configuration after 100% completion of System design will be billed through the change order process. Customer will designate a single point of contact for design development.

1.16 Integration of Systems

The System will not be enabled to interface with Customer's telephone, radio and/or CAD systems unless specified elsewhere in this Contract.

1.17 User Training

Not applicable.

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2. SITE ASSUMPTIONS AND CUSTOMER DELIVERABLES

2.1 Building/ Construction Permits and Licenses

Customer is responsible for any permits, licenses, or applications for the site(s) where the System will be installed. Zetron will supply Customer with information regarding the System that is required to complete the permit and license applications. No engineering or licensed professional engineering certifications are included in Zetron's proposal to Customer or the Contract, but if requested by Customer, these certifications may be provided as change orders. This includes, but is not limited to electrical, heating, ventilation, cooling, plumbing, structural, environmental, and seismic.

Zetron has neither included in its proposal nor accepts any responsibility for changes in the SOW that might be required by any city, county or state permit approval agency and would impact either the permit application process or the actual work to be completed as outlined. Any such changes or upgrades of pre-existing conditions identified as required to meet current city, county, state, or other applicable codes will be changes to the SOW and handled as change orders.

2.2 Authorizations

Customer must identify the person(s) with signatory authority for change orders, contract modifications, milestones, and payment authorizations.

2.3 Requests for Information

Customer shall provide information necessary for design of the System. This includes but is not limited to floor layouts, furniture specifications, existing system interfaces & GUI, radio, administrative telephone, call groups, logger, digital I/O's, alarms, demarcation & punch block configuration.

2.4 Database Configuration Files

Customer is responsible for obtaining all current configurations used in their existing communication system that may be utilized in the System. The information includes but is not limited to paging tones and codes, trunked radio talk-groups and ID's, site locations and frequencies, individual signaling databases, alias, and speed dial.

2.5 Database Entry Requirements

Customer is responsible for creating large database files. Customer will provide staff to input databases in excess of 100 entries per file. The effort will include but is not limited to paging tones and codes, trunked radio talk-groups and ID's, site locations and frequencies, individual signaling databases, alias, and speed dial. Zetron will participate in the instruction process required to enable the Customer-assigned individual(s) to properly input the initial database entries.

2.6 Database Accuracy

Customer is responsible for the accuracy of all database entries. This includes submitting accurate information for entry into the appropriate database. Prior to System cutover, Customer is responsible for verifying the data and testing the results, e.g., page each field unit to ensure the accuracy of the entries. An error report should be kept by the console operators for submitting error corrections to Customer's system administrator, dispatch supervisor, or a designated individual trained to update and correct each database, as an ongoing effort after the initial entry.

2.7 Site Preparatory Responsibility

Customer is responsible for preparing the facility and/or radio infrastructure for installation of the System. This duty is Customer's, as they are responsible for maintaining the dispatch infrastructure. Items that are Customer's responsibility include, but are not limited to, installation of building wiring as needed, including all UPS, line protectors, line conditioners, and surge protectors, cross-connections to the network (e.g., E1 or T1 links between the center and the radio network, leased lines, T1 and/or 4W interfaces to connect remote operator positions and their audio streams to the CCE), Demarcation Line level specification testing and repair, radio and telephone interface wiring, cable pulls (e.g., between the CCE and console positions), furniture modifications and installation of custom monitor mounting, lighting, single point grounding, cabling from demarcation to the System.

Customer is responsible for confirming with Zetron cable type and cable run lengths to ensure specification compatibility. Customer must provide link testing results. Customer is responsible for confirming site readiness prior to deployment.

2.7.1 Site Deficiencies

Customer is responsible for correcting or having corrected at its expense all site deficiencies identified by Zetron or others.

2.7.2 Floor Layout

It is the responsibility of Customer to provide appropriate space to house Zetron's fixed equipment. No work will proceed without Customer's written approval of equipment placement.

A dedicated space on the wall of the communications room for the demarcation of System circuits is required with adequate space for required demarcation punch blocks. Customer must mount the split block type punch down block to the demarcation wall in preparation for System installation. For cable tray installation, the power and ground must be run separately from audio signals. Zetron recommends running all audio and signal cables in the overhead cable trays, away from the power and ground.

The cable trays will need to be high enough to allow the System cabinets to sit underneath. The cable trays should provide a path for voice and signal cable routing between the System cabinets and the demarcation wall. If the room has a raised floor that allows for the routing of power and ground beneath the cabinet, then Zetron recommends using the raised floor space. If such space is utilized, Customer must provide appropriate access through the raised floor directly below the System cabinet footprint.

Marking and labeling demarcation, punch blocks and Customer-supplied cables are Customer's responsibility. Customer shall supply Zetron with information depicting demarcation and punch block location and marking.

2.7.3 Electrical

Customer must provide adequate electrical power. Customer will also provide all uninterruptible power supply (UPS) sources, and surge suppressors as required unless otherwise stated within this Contract. All the equipment in the System has been designed to operate on 120VAC/60Hz commercial power. Customer must provide AC power for each console location and the fixed network equipment. All outlets for the consoles must be installed within six (6) feet of the proposed equipment installation locations.

Customer will have outlets for the Common Control Equipment cabinets installed as receptacles directly above or below the footprint of the cabinets. If Customer positions the outlets below, Customer will provide appropriate access through raised floors directly below the cabinet footprint. The exact number of receptacles required will be determined prior to PDR. Locking receptacles are the responsibility of Customer. If overhead locking receptacles are used for equipment power, it will be the responsibility of Customer to supply and install United Laboratories (UL) approved locking plugs for the multiple outlet AC surge protector power cords. Customer must confirm in writing that each of these circuits was tested and is currently ready for the Zetron installation by providing a signed report listing the results of testing. Zetron will not connect to any circuit deemed not suitable as outlined in the Zetron requirements' specifications. Zetron will not be responsible for correcting these deficiencies.

It is the responsibility of Customer to supply the appropriate number of DC circuits. Equipment racks which require DC power will have a DC power distribution panel located at the top. It is the responsibility of Customer to provide cabling between Customer supplied DC power source and the Zetron provided DC distribution panel(s). It is the responsibility of Customer to provide batteries if battery backup is required unless specified elsewhere in this document.

Zetron will provide a detailed document which identifies the power requirements of the system. This document includes circuit size (rating), outlet type, quantity, loading, and location of each circuit.

2.7.4 Grounding

Not applicable.

2.7.5 Fresh Air Ventilation, Heating, Air-Conditioning

Customer is responsible for building ventilation, heating, or air-conditioning at any equipment location. Adequate ventilation must be provided for CCE and for any furniture housing position hardware.

2.7.6 Remote Access

Customer will provide a means for remotely accessing the System for on-going technical support services. At a minimum, this can be in the form of a standard analog telephone (POTS) line or analog PBX extension within 6 feet of the Common Control Equipment cabinets. This phone line must support dial-up modem type protocols up to 56K and is in addition to the phone lines being provided for interfacing to the System telephone line interface cards. Alternately, Customer may substitute a VPN or other type of high-speed network access if agreed to by both parties. In the event that Customer is supplying the maintenance terminal PC, it will be Customer's responsibility to provide a fully functional PC with hardware to support the mutually agreed upon means for remote access.

2.7.7 Telephone and Radio Circuit Signal and Line Levels

Customer's radio audio circuits and dedicated telephone circuits (if applicable) must be tested by Customer for meeting or exceeding the demarcation parameters for the I/O specification needs of the System. Customer is responsible for adjusting or correcting line levels that exceed demarcation parameters. Customer must confirm in writing that each of these circuits was tested and is currently ready for the Zetron installation and optimization by providing a signed report listing the results of testing. Zetron will not connect to any circuit deemed not suitable for supporting the signal and level settings, as outlined in the Zetron requirements' specifications. Zetron will not be responsible for correcting these deficiencies.

2.8 System Testing and Acceptance

Refer to Section 3.12, System Testing and Acceptance, for Customer's responsibilities.

2.9 Facilities and Access

Customer shall provide the console furniture. Keys or on-site access to the equipment rooms and cabling installation areas are to be provided by Customer as required by Zetron. Normal access hours are to be negotiated between Customer and Zetron. If required by Zetron, Customer shall provide a secure room at the installation site with a dial-out phone during the implementation phase of the project. This room will be used by Zetron onsite personnel for its operations; for temporarily storing System components and securing test equipment and tools; and as an office for the implementation team.

2.10 Application Programming Interface Requirements

Customer is responsible for any costs incurred by equipment manufacturers for modifications that are required to comply with a Zetron API. This includes the cost for vendors to implement the API in their equipment as well as any licensing costs associated with the API.

2.11 Time Source

The Customer shall provide cabling, switching, or ports necessary to provide connectivity between the Customer's Network Time Protocol (NTP) source and the Zetron Acom system. If Customer requires a time source for the System, Customer shall supply the time source.

2.12 Spares

Not applicable.

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3. ZETRON DELIVERABLES

3.1 Project Management

Zetron will provide primary project management according to this SOW. In order to reduce the overall cost to Customer, this project management effort will be performed remotely.

3.2 Project Schedule

After receipt of the signed System Contract, or a purchase order, Zetron will provide Customer with a project schedule.

3.3 Qualified Personnel

Zetron will provide qualified personnel for installation assistance.

3.4 System Integration

Zetron will test components at Zetron's facility prior to deployment at Customer's facilities. Once the tested the equipment will be released for shipment.

3.5 Equipment Delivery

Zetron will arrange for delivery of all equipment to Customer as outlined in the established implementation plan. Warehousing of equipment will be the responsibility of Customer.

3.6 Installation

Installation assistance includes the following tasks that may be performed by Zetron, a qualified subcontractor, or a combination of the two unless otherwise stated:

- Installation of the Pathway+ gateways and power supplies
- Configuration of the DFSI licensing
- Functionality testing of the DFSI interface

3.7 Equipment

Not applicable.

3.8 Cables and Labels

All cables will be labeled with a unique identifier. As-built documentation will be supplied with the equipment which allows complete cross reference of cable material, connectors, to/from information, and Zetron part numbers for replacement.

3.9 Complete Termination of Sub-System

All equipment cables will be terminated as required.

3.10 Load Application Parameters on all Equipment

Where applicable, the application software will be loaded, System parameters set, and features tested. The database will be programmed, and the System operating parameters will be adjusted for Customer-specific requirements. Configuration files will be set up and verified as applicable for Customer-specific requirements.

3.11 Site Clean-up

All packing materials and debris will be handled as agreed. Decommissioning and removal/disposal of existing old equipment is the responsibility of Customer.

3.12 System Testing and Acceptance

Upon completion of the System installation, a visual inspection of the installation and the System Site Acceptance Test ("SAT") will be performed by a Zetron representative. It will be witnessed by Customer's project manager or their representative. Customer's approval of the SAT will serve as confirmation that the installation process was completed, and that Zetron has delivered a working System.

Each portion of the SAT will be marked as either passed or failed. When a test point has passed, it will not be tested again. Failed test points will be corrected and then re-tested. The correction/re-testing process will take place on the repaired/replaced test points, until all points have passed.

For any portion of the test that cannot be completed due to circumstances outside the control of Zetron, Zetron reserves the right to alter that portion of the test, default to "passed", or mutually agree with Customer on an alternative approach.

3.14 Manuals

3.14.1 Operation Manuals

The operator manuals will contain information, instructions, and procedures, accompanied by diagrams and on-line help files as appropriate, necessary to operate the System as delivered.

3.14.2 Installation and Maintenance Manuals

The installation and maintenance manuals will include the technical information necessary to install and maintain the System.

3.14.3 As-built Documentation

As built documentation will include System drawings and supporting information depicting the System configuration after installation.

This Statement of Work is agreed to by the parties' authorized representatives.

Zetron, Inc.

City of Fresno, ISD

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A – PRICING & PAYMENT SCHEDULE

PROPOSED MILESTONES	Date	Contract Payment %	Contract Dollars
Contract Execution	TBD	100%	\$91,423.06
		CONTRACT PRICE	\$91,423.06

1. Any delay caused by Customer will result in a day for day delay in the due date of all subsequent milestones.
2. The delivery schedule is subject to change by mutual agreement of the parties.
3. All dollars in this table are expressed as U.S. Dollars and are based on a total contract value equal to the Contract Price set forth above.
4. Taxes are not included in the above amounts. Invoice totals shall include any applicable taxes.
5. Payment is due net 30 days.
6. Failure to make timely payment may cause delay in delivery of any subsequent delivery milestones.
7. If Customer delays 15 consecutive days or more, payment becomes due for the applicable milestone.