

Solicitation Number: RFP #051321

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and SmartCOP, Inc., 9165 Roe Street, Pensacola, FL 32514-7032 (Vendor).

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

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

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires July 27, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

- B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. Vendor warranties for Equipment, Products, and Services furnished are set forth in Vendor's then-current Software Warranty which will be made available to Participating Entities at the time of purchase. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.
- C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

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

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

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

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

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

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

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

- B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt entity.
- C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

- B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.
- C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.
- D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:
 - 1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
 - 2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
 - 3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.
- E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

- A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.
- B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld. However, Vendor's rights and obligations under this Contract may be assigned to a successor entity in the event of a dissolution, acquisition, sale of substantially all of its assets, or merger, without written consent of Sourcewell, provided that that Vendor provides written notice to Sourcewell and the acquiring entity expressely assumes all obligations under the Contract in writing.
- C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or

oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell, including its agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Vendor's indemnification obligations to a Participating Entity, and any limitation thereof, will be as set forth in Vendor's then-current standard software license and services agreement to be provided at the time of the transaction.

12. GOVERNMENT DATA PRACTICES

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

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

- 3. Use; Quality Control.
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
- 5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.
- D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

- A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:
 - 1. *Notification*. The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
 - 2. *Escalation*. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
 - 3. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.
- B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:
 - 1. Nonperformance of contractual requirements, or
 - 2. A material breach of any term or condition of this Contract.

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

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

18. INSURANCE

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

1. Workers' Compensation and Employer's Liability.

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

- D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

- A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.
- B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

- A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by nonfederal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

- C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.
- D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.
- E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.
- F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names

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

- G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.
- L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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

22. CANCELLATION

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

SmartCOP Inc

Sourcewen	Smarteer, me.
Docusigned by: JUVLMY SUWANTS COFD2A139D06489	By: Docusigned by: Steven Williams 4E0766806C5A45E
Jeremy Schwartz	Steven Williams
Title: Chief Procurement Officer	Title: Vice President Operations
7/23/2021 6:41 AM CDT Date:	8/5/2021 11:09 AM CDT Date:

Approved:

Sourcewell

By: Chad Coauette

Title: Executive Director/CEO

8/5/2021 | 11:26 AM CDT
Date:

RFP 051321 - Public Safety Software

Vendor Details

Company Name: SmartCOP, Inc.

9165 Roe St

Address:

Pensacola, FL 32514-7032

Contact: Michael Snyder

Email: sales@smartcop.com

Phone: 850-429-0082 Fax: 850-429-0082 HST#: 59-3668195

Submission Details

Created On: Thursday March 25, 2021 09:07:29
Submitted On: Thursday May 06, 2021 18:06:38

Submitted By: Michael Snyder
Email: sales@smartcop.com

Transaction #: 0564b175-d4b4-420b-b36f-605731f68190

Submitter's IP Address: 52.128.53.72

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	SmartCOP, Inc	*
2		9165 Roe Street, Pensacola, FL 32514-7032	*
3	Proposer website address:	www.smartcop.com	*
4	phone) (The representative must have	Steven Williams Vice President, Operations steven.williams@smartcop.com 850-429-0082, 850-232-9791	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Michael Snyder, Director of Sales & Marketing, 9165 Roe Street, Pensacola, FL 32514-7032 Michael.Snyder@smartcop.com	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	SmartCOP Inc., located in Pensacola, Florida, is a leading public safety software provider in the United States. We are engaged in system development, implementation, and support services for a fully integrated suite of public safety products. This suite includes Computer Aided Dispatch (CAD), Records Management System (RMS), Mobile Computing with Field Based Reporting, and Jail Management Software (JMS). Today, as it has been throughout our more than twenty years of operation, our solution is based on first-hand knowledge and experience. Almost 40 percent of SmartCOP employees have "boots on the ground" public safety experience, creating an unparalleled group of highly experienced personnel. In fact, the SmartCOP solution is the design of a former law enforcement professional, currently SmartCOP's Vice- President of Research and Development. SmartCOP is proud to be a leader in the Public Safety software market. We are known for long-standing client relationships, functional and feature-rich products with the latest technology. SmartCOP succeeds because we take our clients' success seriously, and we have a proven record of delivering superior software and services. We want clients for life. In fact, SmartCOP's first clients are still clients today with relationships that span decades.
8	What are your company's expectations in the event of an award?	We intend to use this award to expand our market presence in the Southeast US and to also enter new markets outside of our core geographic footprint.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	SmartCOP is a financially sound division of N. Harris Computer Corporation, a subsidiary of Constellation Software, Inc. A copy of CSI's second quarter financial report is attached. Financial Statements for the past three years can be found on the Constellation website: http://www.csisoftware.com/category/corporate-financial/. Harris is proud to be a successful, stable, growing and profitable subsidiary of Constellation Software, Inc. (CSI) Constellation Software is a rapidly growing conglomerate of vertical market software (VMS) companies; each focused upon dominating its respective market niche. Constellation's growth is based on a simple strategy: identify promising VMS firms; acquire them; and then integrate them into the Constellation family while building on their fundamental strengths to help them become world class organizations.
10	What is your US market share for the solutions that you are proposing?	SmartCOP is a leading public safety software provider in the United States, especially in the Southeast with a US market.
11	What is your Canadian market share for the solutions that you are proposing?	SmartCOP does not have a Canadian market share for our solution. Canada is a market that we are interested in entering.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	SmartCOP's organization is best described as a service provider. We provide software solutions to public safety agencies. Our sales and service force work together to deliver and implement our software products in a timely manner. Sales, service, and support individuals are SmartCOP employees.
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	For the third year in a row, SmartCOP has received an Organic Growth Award within the Harris Corporation. SmartCOP competes with hundreds of business units for this prestigious award that recognizes Harris business units that achieve above average growth.	*
17	What percentage of your sales are to the governmental sector in the past three years	100%	*
18	What percentage of your sales are to the education sector in the past three years	0	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NASPO – Annual sales average \$1.1M	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
State of Florida Highway Patrol	Timothy J Roufa	850-617-2390	*
South Carolina Department of Public Safety	Regina Crolley, CIO	803-896-8145	*
Escambia County Sheriffs Office	Will Meloy	850-436-9642	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Florida Highway Patrol	Government	Florida - FL	System development, installation, acceptance testing, training, go live support, and ongoing system maintenance	5000 users	\$8M
South Carolina DPS	Government	South Carolina - SC	System development, installation, acceptance testing, training, go live support, and ongoing system maintenance	1500 users	\$5M
Georgia State Patrol	Government	Georgia - GA	System development, installation, acceptance testing, training, go live support, and ongoing system maintenance	1500 users	\$3M
Escambia County Sheriff's Office	Government	Florida - FL	System development, installation, acceptance testing, training, go live support, and ongoing system maintenance	1000 users	\$400K
Jacksonville Sheriff's Office	Government	Florida - FL	System development, installation, acceptance testing, training, go live support, and ongoing system maintenance	1700 users	\$300K

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
23	Sales force.	SmartCOP sales team consists of 6 full-time employees who are located primarily across the Southeastern United States.
24	Dealer network or other distribution methods.	NA; SmartCOP provides all service, support, and implementation of software products.
25	Service force.	SmartCOP's professional services and technical support team consists of 15 team members who are located primarily in Florida.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	SmartCOP provides toll-free technical support 24 hours a day, seven days a week, including holidays. Agencies may contact our support department via telephone and e-mail. When a call is received during normal business hours, the response time is immediate. Depending on the nature of the issue and the assigned priority, the call is elevated as needed until resolution. When a call is received after normal business hours, an on-call support person will return the call within fifteen minutes. It should be noted that priority calls and emergency calls take precedence over routine requests for information. For non-critical support issues received after 5:00 p.m. or on weekends and holidays, users have the option of contacting support via e-mail or voice mail which will be returned the following business day.
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	With over 21 years experience in providing software solutions to public safety agencies, SmartCOP has the ability and willingness to provide to Sourcewell participating entities in the United States. Our customer base continues to grow geographically across the country. We initially started with a Florida customer base and have gradually expanded that customer base to over 9 states and one US territory. The SmartCOP solution is a Commercial Off the Shelf (COTS) solution that can easily be implemented and deployed to public safety across the country. SmartCOP's team of professionals come from several advanced technology corporations, creating a "best of the best" group. Our staff has real world experience, many as public safety specialists with an extensive understanding of proven industry best practices. Many of our team members are present and former law enforcement officers, dispatchers, and staff who understand the unique needs of public safety agencies. Our technical staff include Microsoft Certified Professionals and Microsoft Certified Solutions Developer. Our employees also have certifications for Project Management Professional (PMP), A+, Network+, and Security+ from CompTIA. These certifications are accepted across the industry and internationally.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	SmartCOP is willing to provide our products and services to the Canadian market. Our parent corporation is based out of Ottawa. We are actively pursuing Canadian business. SmartCOP does not currently provide products and services in Canada.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	SmartCOP intends to serve all geographic areas of the United States through the proposed contract.
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None **
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None **

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	SmartCOP intends to market our solution to Sourcewell members across the United States as well as to the state level agencies where we specialize. We plan for our sales team to use Sourcewell as a procurement tool for potential sales prospects who are not members of Sourcewell by educating them on the benefits of membership. Other activities that will be undertaken to actively market and promote include direct mail, e-blasts, and tradeshows.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	SmartCOP uses social media posts to enhance our marketing effectiveness. SmartCOP also uses e-blasts to promote our software solutions.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Should SmartCOP be awarded a Sourcewell contract, our intent is to utilize Sourcewell as method of procurement for agencies interested in purchasing the SmartCOP solution.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No	*

Table 8: Value-Added Attributes

Line Item	Question	Response*	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	SmartCOP offers on-site customer training to ensure agency staff has all the tools they need to be successful with the new software solution. SmartCOP works with each agency to develop a comprehensive training plan for the proposed solution. Each training plan is tailored to meet the needs of users and administrators. Prior to Go-Live, we recommend each end-user and administrator undergo a comprehensive, hands-on training for each software application they will use or administer. SmartCOP works with each team member throughout the training process to refine, enhance or modify the proposed training in order to meet the customer's needs within the parameters of the contract. End user training includes functional user training on each application, operational training on system orientation and familiarization, including user-configurable settings and preferences, and administrator training on system maintenance utilities, hardware operation, security concepts, system features, backup procedures and failure mode procedures. Training costs are included in Pricing.	*
37	Describe any technological advances that your proposed products or services offer.	The SmartCOP solution provides law enforcement, fire, and EMS departments with a configurable, feature-rich, integrated system based upon advanced, yet proven technology derived from current industry standards and best practices. We offer a single point of data entry using a unified, central database shared among all applications.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	None	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	SmartCOP specializes in providing a Commercial Off the Shelf (COTS) solution that is easily deployable and usable by public safety agencies across the country due to the highly configurable nature of the product suite. This configuration allows for accommodation of agency specific business rules and preferences that can easily be met in order to make the software meet the agency's needs.	*

Table 9: Performance Standards or Guarantees

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

Line Item	Question	Response *	
42	Describe any performance standards or guarantees that apply to your services	Yes. SmartCOP warrants both its software and services. Services are warranted to be performed in a professional and workmanlike manner. Software is warranted for a period of 1 year after the initial date of software installation.	
		Projects are managed utilizing Project Management Body of Knowledge (PMBOK) standards.	*
		Customers on current maintenance contracts are provided technical support and also product upgrades, as available.	
43	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	SmartCOP maintains a Professional Services (PS) division which is responsible for delivery of all new project implementations to include data migration, user training, Go Live Support, and project management. The PS division is managed by a Director level manager who is in turn supervised by the Vice President of Operations.	
		SmartCOP management reviews all projects bi-weekly with it's PS division to understand project status, schedule, and any issues requiring assistance.	
		Externally, with our customer base, SmartCOP's policy is to assign a Project Manager (PM) to every new implementation who is the single point of contact with the customer agency. The PM manages project scope, schedule, and implementation through agency Go Live of the system. All internal personal supporting the project are matrix to the PM who can then workload resources accordingly.	*
		SmartCOP's policy is to perform hands-on type services, specifically with user training, to ensure that users receive training based on how the system will actually be used at the agency. SmartCOP Go Live support services are onsite. It is SmartCOP's policy that both user training and Go Live support services are provided for all software implementations.	

Describe any service or support contract options for the items included in your proposal. Any customer on a current maintenance contract is entitled to SmartCOP technical support as well as product upgrades, as available.

Customers needing technical support can do so via phone, email, or the customer support portal. Technical support tickets with current status are available to the agency in real time via the customer support portal.

SmartCOP technical support is available via a toll-free number 24 hours a day, 7 days a week, 365 days a year for an immediate response. When a call is received, a call taker works with agency personnel to immediately resolve errors using knowledge base of resolutions. When such resolution is not possible, the call is escalated.

SmartCOP classifies support tickets on a priority basis and provides responses times accordingly.

Priority 1- Urgent/Emergency

- Issues that affect officer safety.
- · Application introducing data corruption.
- Program will not start.
- · Critical work cannot be completed to meet deadlines.

Steps to Resolution

- 1. A Licensee support technician will immediately contact the Licensee to acknowledge receipt of the issue, and to inform the Licensee of Licensor's plan to resolve the issue.
- 2. Licensor personnel will begin resolving the issue while continuously updating the Licensee with the status of the issue.
- 3. Engineering and support personnel are permanently assigned to assist until the problem is resolved.

Priority 2- High/Non-Emergency

· Software module/function is down/non-functional.

Steps to Resolution

- 1. A Licensee support technician will immediately contact the Licensee to acknowledge receipt of the issue, and to inform the Licensee of Licensor's plan to resolve the issue.
- 2. Licensor personnel will begin to resolve the issue while continuously updating the Licensee with the status of the issue.
- 3. Engineering and support personnel are permanently assigned to assist until the problem is resolved.

Priority 3- Medium Priority

- Problem exists but critical systems are functional.
- Problem can be temporarily circumvented.
- Licensee states problem is not critical but would like a fix as soon as possible.
- Non-application related issues that have rendered the system inoperable.

Steps to Resolution

- 1. A Licensee support technician will immediately contact the Licensee to acknowledge receipt of the issue, and to inform the Licensee of Licensor's plan to resolve the issue.
- 2. Licensor personnel will begin to resolve the issue and will update the Licensee as to the status of the issue.
- 3. Engineering and support personnel are permanently assigned to assist until the problem is resolved.
- 4. Licensor personnel will inform the Licensee as to the delivery date for the software patch that will resolve the issue.

Priority 4- Minor Priority

- Minor problem with little or no impact on services.
- Licensee impact is minimal.
- Deferred maintenance is acceptable, and a schedule can be determined between support and the Licensee.
- Licensee states problem can be addressed at a later date.

Steps to Resolution

- 1. Licensor personnel will begin to resolve the issue and will update the Licensee as to the status of the issue.
- 2. Licensor personnel will inform the Licensee as to the delivery date of the software patch that will resolve the issue. All future status reports will be communicated to the Licensee via problem submission reports or direct Licensee inquiry via telephone or online status query.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
45	, , , , , , , , , , , , , , , , , , , ,	Net 30 Project Payment Milestones: (Negotiable) - Due on signing of contract - 40% - Due on Installation - 50% - Due on Completion of Training - 10% - Due at Go Live - Annual Maintenance	*
	Describe any leasing or financing options available for use by educational or governmental entities.	Subscription pricing model for those agencies who may not have adequate funding for an upfront purchase.	*
	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	SmartCOP does not have a dealer network. All orders come directly through SmartCOP and are tracked and assigned a Project Manager for implementation. Our sales team collectively tracks all incoming orders and associated volume.	*
	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. There is a 3% convenience charge associated with P-card or credit card purchases.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
49	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	SmartCOP has two pricing models: 1) Purchase; and 2) Subscription. Pricing for both models are included as well as corresponding SKUs. Pricing materials and SKU for each item have been uploaded.	*
50	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	13% off MSRP for software licenses	*
51	Describe any quantity or volume discounts or rebate programs that you offer.	N/A	*
52	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	SmartCOP will supply a quote for each request.	*
53	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	N/A	*
54	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A	*
55	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A	*
56	Describe any unique distribution and/or delivery methods or options offered in your proposal.	SmartCOP delivers all software remotely (via secured Internet connection) directly to the public safety agency.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
57		Pricing included in response reflects 13% discount off MSRP for software licenses

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
58	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	SmartCOP will maintain all agency purchase documents to include quote, purchase order, statement of work, and invoices collectively together which will be available for both internal and external audit. Additionally, we track all sales through our CRM system. We have a means of reconciling all sales and sources of sales through our CRM system.	*
		In terms of fee remittance, we have internal processes for accounts payable where requests go through an electronic process for approval before Accounts Payable disperses funds.	
59	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	SmartCOP's project methodology focuses on utilizing defined industry and program management best practices. The methods are process-based and activity-based and include key roles based on the Project Management Body of Knowledge (PMBOK) and the System Development Life Cycle (SDLC). The implementation methodology consists of five phases: 1) Project Initiation Phase 2) Preparation/Planning Phase 3) Configuration/Execution Phase 4) Implementation Phase 5) Closing Phase SmartCOP assigns a project manager to lead a project and then empowers that person to make the necessary decisions to ensure a successful project. As such, the project manager has the ability and authority to obtain the necessary resources as needed. In other words, should the project manager determine that additional resources are required to complete a certain portion of the project; he/she has the necessary authority to acquire those resources. A detailed project plan is created and includes major milestones and related timelines for accomplishing each task.	*
60	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose a 2% administrative fee.	*

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

Line Item	Question	Response *	
61	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	SmartCOP is a leader in providing law enforcement software solutions to public safety agencies. Our core software solutions include: Computer Aided Dispatch (CAD) - SmartCOP's CAD module provides comprehensive tracking of public safety and emergency calls for service and incident management. The CAD system provides seamless integration with interactive, real- time map display for call handling, dispatching, mobile data, records, and information management to optimize operations efficiency. CAD offers a feature-rich solution that provides flexibility and includes integrated mapping, AVL run cards, and linked historical data.	
		Records Management System (RMS) - SmartCOP's RMS provides agencies with a robust and powerful tool to efficiently record, index, store and track information, documents, and files pertaining to law enforcement operations. The RMS streamlines records and reporting processes to provide complete accuracy and compliance with state and federal reporting standards (including NIBRS and UCR Reporting Standards). Records are centralized for people, property, places, and related information in a single database, enabling law enforcement agencies to manage and efficiently track the volume of information received daily. Data integrity is ensured with validation and edit rules throughout the system. Edit rules are easy to create and maintain by any user with the appropriate user account permissions.	
		Mobile Computing with Field Based Reporting (FBR) - SmartCOP's field based reporting module can operate in a completely disconnected (offline) or limited connectivity state. This allows users to write reports without delay and then transmit these reports when data connection becomes available. Officers can perform all their reporting duties in a disconnected mode. Officers may search within their locally stored data as well as enter data on forms/reports. When in a disconnected mode, all FBR information is stored securely on the local machine, awaiting transmission to the FBR server once connection is established. SmartCOP's mobile computer terminal (MCT) provides deployed personnel with full system access from their patrol unit. The patrol unit may be a car, motorcycle, unmarked unit, or even aircraft. With secure, immediate, real-time access to RMS, State/NCIC, individual and group chat, the MCT integrates a flexible mobile computing, field-based reporting, e-ticketing, and message switch into an easy-to-use solution that transforms each unit into a virtual office.	*
		Jail Management System (JMS) - SmartCOP's Jail Management System tracks and manages all aspects of an inmate's incarceration period. With automated features and complete integration to SmartCOP's RMS, Corrections Officers have instant access to the detailed history of an offender, allowing them to make informed decisions for a safe and secure facility. SmartJAIL adheres to the respected Austin Model for Objective Classification and meets National Accreditation Standards. It seamlessly integrates to existing third-party vendors, leveraging your Inmate Medical, Telephone, Commissary, and Video Visitation services already in place. Each module is designed to be efficient and intuitive to use, making it a perfect fit for even the largest jails. Highly configurable, SmartJAIL can be adapted to fit the unique needs of your jail while still maintaining compliance to accreditation standards and industry best practices. Headcount Tracking, Biometric Identification, Electronic Signature Capture, VINES Integration, SSA/SCAAP Reporting, Automated Billings, CO Dashboards, Disciplinary Report Processing, and extensive search capabilities all work together to improve your jail operations. Easily manage inmate workers, programs, and weekenders with Inmate Programs and Work Release applications. Biometric verification on release ensures the right person is released.	
62	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Computer Aided Dispatch Records Management System Learning Management System Information Management Incident Command Evidence Management Ticketing Citation Management Personnel and Asset management Location Solutions (AVL) Data Analytics	*

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

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

Line Item Category or Type	Offered *	Comments	
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63 Computer Aided Dispatch	a (CAD)	SmartCAD - The SmartCAD system provides comprehensive tracking of units and incidents. Verification of location and historical data ensures incident information is accurate and relevant. Calls are color-coded to reflect priority level and status. Updates to calls post instantly and are available to all users. In addition, configuration options allow the Agency to define many required elements, such as incident types, disposition codes, street aliases, shift designations, and patrol zones. Any changes made to a call are immediately visible to each user logged into the system. Changes are event-driven, meaning users do not have to refresh the data or request an update. Supervisors can quickly assess the status of all units and calls and manage resources appropriately. Event-driven CAD is also a function of the mobile application, allowing users to view immediate changes made to calls. oSmartCAD is seamlessly integrated with ESRI-Mapping, which is an interactive, real-time map display for call handling, dispatching, mobile data, records and information management. This mapping is fully customizable, and allows for an unlimited amount of layer combinations. These layers can show anything from hydrant information, to customizable incident icons, helping your agency be more efficient. When officers are equipped mobile computing terminals that are enabled with AVL and location tracking, officer location will also be shown in real time on this map. SmartCAD is simple to use, and the E911 feed and address verification results in fast, accurate data entry. All incident and unit information are stored in a call history archive for reporting and reference until purged by the agency. Our recent partnership with RapidSOS also means our CAD location services are some of the most accurate on the market, as location is found based on several factors including the tradition cell-tower triangulation, but also Wi-Fi signal and Bluetooth beacons. SmartCAD (in conjunction with the Mobile Software) provides the ability to accumula
Records Management So (RMS)	ftware G Yes C No	SmartRNS allows agentales to efficiently record, index, store and track information, documents, and files pertaining to law enforcement operations. SmartRNS streamlines records and reporting operations to provide complete accuracy and compliance with state and federal reporting statistical reports to both federal and state crime statistics databases and reporting capabilities allow agencies to upury and disseminate information to anyone within the organization. Centralized records for people, property, places, and related information in a single database enables law enforcement agencies to efficiently manage and track the volume of information received daily. Agencies can customize their SmartCOP RNRs system to meet their needs, using the following software modules: Case Management Tains module provides completed online access to comprehensive case flies. Case Management facilitates all work of the investigative team, including case tracking, monitoring, and supplement flian caces to case flies to only those persons authorized for access. Can different and complete

			Print evidence labels and evidence sheet for all impounded or seized property, vehicle, and vessels E-mail officers their tasks and assigned cases Use of Force Vehicle Pursuit Charge Report — can configure report name to agency requirements (i.e., Sworn Complaint, Juvenile Civil Citation, Notice to Appear, Warrant Service for Other Agency, etc.) Look up active warrants Field Intel Trespass Warnings Local and State Citations Vehicle and Vessel Tows Consent to Search Citizen Assist Crash Reports (Vehicle & Vessel) Pawn — The Pawn module allows an agency to enter pawn slip details or import from external sources. Property items are automatically compared to stolen items on incident reports. Each match on a stolen item from an incident report creates a "hit." Intelligence information, such as known burglars and registered felons, pulls from the Master Index. Pawn hits accelerate the recovery of stolen property, identify burglars, and target convicted felons who are selling firearms. Permits and Registration — The Permits & Registration module tracks licenses and permits issued by an agency and any required registrations. Master Index linking is available for populating person and business information. Other detailed personal information is captured for individuals and locations registering or applying for permits or licenses. RMS Merge — The Merge utility allows duplicate records to be combined. Evidence & Property Management — The Evidence module is a full featured evidence management system providing agencies the power to maintain, manage, and track property in one easy-to-use system. The system provides an integrated dashboard feature to view the status of an item instally. Barcode scanners, cameras, label printing, electronic signatures, bulk action capabilities when conducting tasks such as inventories, disposals, and chain of custody brings more efficiency and time savings to the evidence custodian. SmartEvidence integrates to Crash Report, Incident Report, and Arrest/Charge Report to allow grouping of evid
65	Learning Management Software (LMS)	© Yes © No	The Training module tracks and records information about employee training, educational background, certification, and experience. Training records are maintained to ensure agency employees remain current in their training requirements. The Training module can generate lists of all personnel that are nearing their recertification dates.
66	Situational awareness and information management systems	© Yes ○ No	SmartDATA is an analytic tool used by agency personnel at all levels to view and analyze data. Used by agency supervisors, analysts, and command staff for instant access to CAD and RMS data. Data is represented in a grid, graphical display (pie charts, graphs, etc.) and multi-layer maps. Data can be printed, exported (xls, xlsv, cvs, txt, html, xml) or mapped. The reporting tool supports the full reporting needs of any agency. The reports may be viewed on-screen or printed on local and network printers. The system is capable of efficiently exporting report data to typical office suite spreadsheets. Where applicable, privacy-related information is removed from the report. Users can create reports in a number of available formats including cross-tab, conditional, drill-down, summary, etc. Logos, pictures, shapes and colors can be added to the report for full customization. Additionally, users can create and apply custom templates across multiple reports to ensure design consistency.

67	Incident command, logging recorder, and evidence, ticketing, or citation management systems	© Yes ○ No	SmartCOP's Incident Report provides officers with the ability to create, update, and submit reports easily and efficiently from the field or in the office. With an intuitive interface and extensive workflow configuration options, the Incident Report streamlines the entire reporting process from writing through approval. Incident Report capabilities include: Easily configure and name the report according to agency specifications. Supports online and offline modes so officers can continue to work on reports regardless of connectivity. Track different incident locations (i.e., arrest made at a different location from the call for service) Create Charge Report from the Incident Report. Configure questions to be asked of suspects. Add pictures to person records. Statements may be entered for each person involved in the incident. UCRNIBRS data questions visible in one place. Capture extensive vehicle information (i.e., seizure, inventory, damage, chain of custody, etc.) Print evidence labels and evidence sheet for all impounded or seized property, vehicle, and vessels. E-Citations – Generates traffic citations that conform with state guidelines. Easily complete the form with information from DMV and NCIC. Includes court scheduling and fine amounts for every county, as well as the capability to complete roadside payment collection by credit card. eCitations are configured according to state guidelines and can be easily completed with information returned from State/NCIC queries. Traffic Warning – Written warning based on agency configured violations/warning types, as well as desired action to be taken by violator. Vehicle and Vessel Tow / Inventory Form - Paper tow sheets are outdated with the automated form that integrates into all reports that have vehicles. A click of a button and a form is created. Wirecot companies, storage locations, vehicle damage, owner notifications, etc., are all available for insertion on the form. This form, when created from a traffic crash report, will save an incredible amou
68	Scheduling workforce management, and billing systems	C Yes € No	N/A *
69	Application-based alerting or paging systems	© Yes C No	System includes a notification system. This system allows an agency to send a notification to an email address and text message based on the complaint type. Agency can configure specific complaint types that will automatically initiate a notification to key staff at select points during the incident process. Agency's can configure a unique message with selected call data elements that can be customized by individual agencies. Additionally, the ability to send similar manual notifications exists within active and archived incidents of the specified complaint types.

Personnel, non-fleet asset, resource, and controlled substance	Yes No No	SmartADMIN is a family of applications that enable centralized configuration, access management, and recordkeeping for the most common administrative support functions.
tracking or location solutions	(NO	SmartADMIN consists of the following modules:
		Employee Master File – used for personnel management, the Employee Master File tracks, records personnel information, and plays an integral role in the entire suite. All applications use information from the Employee Master File to assign officers to reports and other records and to identify personnel and equipment. In addition, security profiles for each employee are created in this application. Paging and ID Cards are also supported in the Employee Master File.
		Issued Property Management – Issued Property functions as a complete quartermaster program that records and manages information about equipment used by an agency. The system generates a unique identifying number for each item. Purchase and warranty information, inspection, expiration, and unit or employee assignment can be recorded for each item. Employee Master File records are used when assigning equipment to specific employees.
		Fleet Management – Fleet Management records and manages information about every vehicle used by an agency. New and used fleet vehicles, including purchase/warranty information, scheduled maintenance, fuel purchases, and equipment assigned to a vehicle are recorded here. The person or unit to which a vehicle is assigned is also tracked.
		Employee Training – The Training module tracks and records information about employee training, educational background, certification, and experience. Training records are maintained to ensure agency employees remain current in their training requirements. The Training module can generate lists of all personnel that are nearing their re-certification dates.
		Subpoena Tracking – The Subpoena Tracking module is an integrated tracking system providing information to the officer who must appear in court. This application simplifies the process of WHO, WHAT, WHEN, and WHERE of the subpoena process. With the Subpoena Log, agencies can receive, track, and report on subpoenas by date received, defendant name, recipient name, court case number, agency location, received location, recipient notified, notification method, and appearance disposition.

71	Other public safety software solutions	© Yes ○ No	Mobile Computers, Tablets, and Cellular Phones (MCT) The Mobile Computer Terminal (MCT), available on Windows, iOS, and Android devices, provides public safety personnel access to crucial data from the vehicle, including State/NCIC interface, messaging, records management (master name/vehicle history), live CAD-in-the-car, report review/approval, and other customizable interfaces. The MCT also tracks officer location with AVL. Real-time CAD options includes self-dispatching, traffic stop call for service creation, and demographic data collection. Rather than limiting officers to query submission, the MCT provides access to the entire SmartCOP system, transforming each vehicle into a virtual office. Working in conjunction with SmartCAD, the MCT gives public safety officers the advantage of seeing live CAD data in their vehicles and on handheld devices. This live data allows them to respond faster with more actionable data before the dispatcher broadcasts CAD information over the radio.
			SmartCOP's field-based reporting (FBR) module can operate in a completely disconnected (offline) or limited connectivity state. This allows users to write reports, issue citations and warnings without delay and then transmit these reports when data connection becomes available. Officers can perform all their reporting duties in a disconnected mode. Officers may search within their locally stored data as well as enter data on forms/reports. When in a disconnected mode, all FBR information is stored securely on the local machine, awaiting transmission to the FBR server once a connection is established.
			SmartCOP's Jail Management System tracks and manages all aspects of an inmate's incarceration period. With automated features and complete integration to SmartCOP's RMS, Corrections Officers have instant access to the detailed history of an offender, allowing them to make informed decisions for a safe and secure facility. SmartJAIL adheres to the respected Austin Model for Objective Classification and meets National Accreditation Standards. It seamlessly integrates to existing third-party vendors, leveraging your Inmate Medical, Telephone, Commissary, and Video Visitation services already in place. Each module is designed to be efficient and intuitive to use, making it a perfect fit for even the largest jails. Highly configurable, SmartJAIL can be adapted to fit the unique needs of your jail while still maintaining compliance with accreditation standards and industry best practices. Headcount Tracking, Biometric Identification, Electronic Signature Capture, VINES Integration, SSA/SCAAP Reporting, Automated Billings, CO Dashboards, Disciplinary Report Processing, and extensive search capabilities all work together to improve your jail operations. Optional add-on applications: Inmate Programs, Work Release, and Biometric Verification allow you to easily manage inmate workers, programs, and weekenders as well as ensuring the right person is released.
			Commercial Vehicle Enforcement - SmartCOP offers a robust Commercial Vehicle Enforcement (CVE) module that includes Overweight & Safety Inspection, Warnings, and Citations as well as a Payment Management System. o Features of the CVE inspection, warning and citation system include: • The ability to link to a CAD Incident and/or Agency Investigative Case. • Data from ASPEN can be pasted into the Citation. • Carrier information with DOT Number tracked. • Integrates into the SmartCOP's Master Index system for persons, business, and vehicles. Carriers and owners can be queried by name and the carrier can be queried by DOT Number. Power units can be queried by vehicle identification number (VIN) and tag number. This makes inspections, warnings and citations more accurate and faster to complete. • Driver Signature can be captured on touch screens or signature pads reducing paper and printing costs. o Features of the CVE payment management system include: • A robust system that incorporates generally accepted accounting principles (GAAP) to process, track, and manage payment of all citations. • Money transactions for payments and refunds of individual or groups of citations. • Deposit balance reports. • Produces Impound List automatically. • System functionality highly configurable (e.g., Impound List Criteria, NSF Fee Calculations, etc.)
			 System functionally highly colligidates (e.g., imported List Chiefla, NSF Fee Calculations, etc.) NSF fee assignment and reverse journal entries for payment. Refunds for over payments and assessed fine violations. Individual or bulk collection letters and emails. Citations can be suspended or forced on Impound List. Payment tracking for each fee class assessed on a citation (Weight, Safety, Fuel Tax, Permit, etc.). Citation Payments are instantly posted, thus providing a live impound/hotlist query that is up to the minute correct. Citation Payment History Detail Log (posted transactions). Citation Journal for documenting events concerning the citations.
72	Related services - installation, training, maintenance, integration, support, data analytics, and customization	© Yes ○ No	The SmartCOP software suite is a fully integrated solution. All third party tools and/or interfaces to third party devices have been thoroughly vetted as part of our product development and testing process. Any new data exchanges (interfaces) will be created in collaboration with the appropriate third party vendor and certified as Accepted by that vendor. The Implementation Plan defines these integration points and the timeline for interface installations. SmartCOP provides comprehensive installation services for each of the product lines considered in this proposal. We begin by providing recommended specifications for all servers, storage, communication and peripheral devices needed for a successful implementation. Additionally, we can assist the IT staff with initial configuration and setup. This helps ensure not only the appropriateness of the host environment, but also that staff members have the knowledge required to support the infrastructure in the future. SmartCOP completes all software installation. We have seasoned professionals with a wealth of experience for installing, configuring, and tuning our products to perform to the agency's environment. We have developed implementation tools, proven over time, to help deliver our software solution to the agency. By means of both on-site (as needed) and remote installation, we can efficiently and reliably install and perform base configuration of each software module.

Table 15: Industry Specific Questions

Line	Question	Response*
Item	Question	response

7	Describe your data privacy, integrity, and protection standards, and the adherence of your products and services to applicable cybersecurity or applicable industry standards.	It is the policy of SmartCOP to comply with the provisions of the FBI/CJIS Security Policy (Security addendum) and the policies of contracting public safety agencies regarding the security of CJIS related information. The FBI/CJIS Security Policy will be the foundation for the SmartCOP Security Program as defined by this written security plan/policy. All SmartCOP employees shall comply with all federal and state laws, rules, and policies which have been formally adopted by the FBI or any state agency designated as a CJIS Systems Agency. Only those personnel that have complied with the FBI CJIS Security training and certification requirements will be authorized to access or maintain these facilities. Network terminals used by SmartCOP authorized personnel to access CJIS related systems will be protected from routine viewing by unauthorized personnel. (CJIS SA 4.02) SmartCOP will provide a secure means for the storage and disposal of all hard copy and media associated with CJIS related systems data to prevent access by unauthorized personnel. Fixed storage media (e.g. disks, drives), at the completion of the contract with the Contracting Government Agency, and/or before it is returned for maintenance, disposal or reuse will be properly sanitized. Fixed storage media must be completely overwritten at least twice. Hard copies of
		data shall be shredded or incinerated.
74	Describe your data backup and recovery solutions.	During the Configuration/Execution Phase of implementation, SmartCOP works closely with the agency to establish and review backup procedures. Additionally, System Administrator training covers backup procedures and failure mode procedures. Ultimately, it is the agency's responsibility to perform data backups. We have extensive experience working with our clients to determine the infrastructure and disaster recovery (DR) approach that best meets the agency's DR needs and budget. Our solution is built from industry standard components and does not require any proprietary hardware or software. We will work with your agency to determine the best DR approach for the new system.
75	Identify the storage location for all data collected in the use of your equipment, products, or services. Describe applicable data security measures and identify any services performed	All data collected in the system is the property of the customer/agency. Our system can be deployed as an on-premise system at the customer's data center or it can be deployed in a FBI CJIS approved cloud data center.
	outside the US or Canada, as applicable.	Security is of paramount importance to your RMS solution. Data cannot be made available to users unless it is protected from unauthorized access. Privacy laws and federal, state, and county agency policies require access to be limited to authorized personnel for specific criminal justice uses. Moreover, user authorizations must be limited to the data appropriate for the user's role. SmartCOP conforms to the FBI/CJIS Security Policy requirements for access to criminal justice information by requiring each user accessing the system to have a unique user ID and strong, encrypted password, which must be changed on a periodic basis. Users and computers are authenticated to verify their identity and security controls are implemented so they do not burden users and administrators; otherwise, they may have an incentive to bypass security procedures. Authentication is another key factor for your RMS solution. SmartCOP's mobile computer (MCT) application meets or exceeds FBI CJIS Security requirements related to Advanced Authentication and data encryption technologies. When a user attempts to start the MCT application, the user must insert a USB key that contains their token. Then, the user must enter their passphrase. If the token matches the user information provided, the user can log in to the system. Included with the system is a management tool that allows the administrator the ability to manage the USB key tokens to include revoking and replacing. SmartCOP uses 256-bit encryption with SSL-based communication for server to server authentication where possible. This allows the external or internal agency system servers to verify that they are communicating with the intended server. To provide a secure exchange of information across applications, SmartCOP uses Windows Public Key Infrastructure (PKI) cryptography, which provides authentication, trust, confidentiality, integrity, and non-repudiation. To achieve this exchange, Windows Server uses PKI principles, digital signatures, and certificates.
76	Describe connectivity, interoperability and integration capabilities between your offered solution(s) and other software systems.	The proposed solution is built on modern technology that conforms to industry standards as it pertains to development models, code reusability, scalability and security. The system was constructed with interoperability in mind. SmartCOP exchanges information utilizing NIEM-compliant exchange methodologies and interfaces to numerous systems including AFIS/livescan/biometrics, NCIC, E911, RapidSOS, ProQA, Station Alerting, NIFRS reporting, ESRI, inmate phones, inmate video visitation, victim notification, RFID, etc.
77	Explain your licensing process and the service agreements required of end users.	We have a very simple licensing model. CAD, RMS, JMS and administrative products are a site license. Mobile products are priced based per device. SmartCOP encourages, but does not require the agency to maintain a service agreement in order to continue to utilize the product. However, an active service agreement provides the agency with upgrades to all licensed products with no cost for new version releases.
78	Describe your product implementation strategy and any use of installation partners.	SmartCOP's project methodology focuses on utilizing defined industry and program management best practices. The methods are process-based and activity-based and include key roles based on the Project Management Body of Knowledge (PMBOK) and the System Development Life Cycle (SDLC). The implementation methodology consists of the following five phases: - Initiation - The initiation phase includes project kickoff meeting, statement of work meetings and signoff and project plan finalization Preparation - Agency preparation which includes network preparation, purchasing, and installation of necessary hardware and third party software, and providing remote access to SMARTCOP server Configuration - SMARTCOP delivers databases and software applications. System is configured by agency with input and guidance from SMARTCOP Implementation - System administration training - User Training - GoLive! - Closure Phase - Customer signoff on all deliverables. Project and financial closure SmartCOP handles all implementation and training in house utilizing staff personnel who come from the public safety industry and have hundreds of years of combine experience.

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Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- . Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - Financial Strength and Stability CSI Financial Stability.pdf Tuesday April 27, 2021 16:04:2
 - Marketing Plan/Samples Marketing Plan Samples.pdf Tuesday April 27, 2021 16:00: 8
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information SmartCOP Software License and Service Agreement.pdf Tuesday April 27, 2021 16:27:46
 - Pricing SmartCOP Sourcewell Pricing 04272021.pdf Tuesday April 27, 2021 16:17:11
 - Upload Additional Document (optional)

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
- 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
- 5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
- 6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
- 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
- 8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 11. Proposer its employees, agents, and subcontractors are not:
 - 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
 - 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
 - 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Public_Safety_Software_RFP_051321 Thu May 6 2021 06:02 PM	V	2
Addendum_10_Public_Safety_Software_RFP_051321 Wed May 5 2021 05:51 PM	V	1
Addendum_9_Public_Safety_Software_RFP_051321 Mon May 3 2021 10:34 AM	₽	2
Addendum_8_Public_Safety_Software_RFP_051321 Wed April 28 2021 05:52 PM	₽	2
Addendum_7_Public_Safety_Software_RFP_051321 Mon April 26 2021 05:27 PM	₽	2
Addendum_6_Public_Safety_Software_RFP_051321 Tue April 20 2021 05:56 PM	₽.	2
Addendum_5_Public_Safety_Software_RFP_051321 Fri April 16 2021 03:52 PM	I₹	1
Addendum_4_Public_Safety_Software_RFP_051321 Thu April 15 2021 12:58 PM	₽	2
Addendum_3_Public_Safety_Software_RFP_051321 Fri April 9 2021 05:05 PM	₽	1
Addendum_2_Public_Safety_Software_RFP_051321 Thu April 8 2021 05:28 PM	₽.	1
Addendum_1_Public_Safety_Software_RFP_051321 Wed April 7 2021 06:15 PM	M	2