

**Solicitation Number: RFP #051321****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vaisala Inc., 194 S. Taylor Ave., Louisville, CO 80027 (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.

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. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell 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 Sourcwell 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;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell 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 Sourcwell, the Vendor will pay an administrative fee to Sourcwell 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 Sourcwell 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 Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. The foregoing indemnity does not apply to the extent that the alleged claims or causes of action are the result of the willful misconduct or gross negligence of the party seeking indemnification.

Supplier will not be liable for indirect losses, such as loss of profit or goodwill, or costs of cover purchase, even if such loss was foreseeable. NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT OR OTHERWISE TO THE CONTRARY, THE MAXIMUM AGGREGATE LIABILITY OF SUPPLIER FOR ANY AND ALL DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES ("DAMAGES") ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCLUDING THE INDEMNITY OBLIGATIONS SET FORTH IN THIS SECTION, SHALL NOT EXCEED THE AGGREGATE COMPENSATION PAID OR PAYABLE TO SUPPLIER UNDER THIS CONTRACT.

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.

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, and except as may be addressed by subsection 18. E. below, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

Vaisala Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

DocuSigned by:
Wyatt Bishop
277F1421B3EA488...

By: _____

By: _____

Jeremy Schwartz

Wyatt Bishop

Title: Chief Procurement Officer

Title: Sales Manager Meteorology

8/18/2021 | 9:20 AM CDT

8/24/2021 | 8:49 AM CDT

Date: _____

Date: _____

Approved:

DocuSigned by:
Chad Coquette
7E42B8F817A64CC...

By: _____

Chad Coquette

Title: Executive Director/CEO

8/24/2021 | 8:49 AM CDT

Date: _____

RFP 051321 - Public Safety Software

Vendor Details

Company Name: Vaisala Inc
Does your company conduct business under any other name? If yes, please state: CO
Address: 194 S Taylor Ave
Louisville, CO 80027
Contact: Wyatt Bishop
Email: wyatt.bishop@vaisala.com
Phone: 720-304-4426
Fax: 303-499-1767
HST#: 04-2731916

Submission Details

Created On: Friday April 30, 2021 13:38:19
Submitted On: Thursday May 13, 2021 13:35:01
Submitted By: Wyatt Bishop
Email: wyatt.bishop@vaisala.com
Transaction #: 41c62142-1ad4-498d-85ae-67357978cead
Submitter's IP Address: 63.233.206.1

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):	Vaisala Inc.
2	Proposer Address:	194 S Taylor Ave. Louisville, CO 80027
3	Proposer website address:	www.vaisala.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Wyatt Bishop Sales Manager Meteorology Vaisala Inc., NA, 194 S Taylor Ave.,Louisville, CO 80027, USA Tel +720 304 4426 Mobile+720 224 3710 Email wyatt.bishop@vaisala.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Wyatt Bishop Sales Manager Meteorology Vaisala Inc., NA, 194 S Taylor Ave.,Louisville, CO 80027, USA Tel +720 304 4426 Mobile+720 224 3710 Email wyatt.bishop@vaisala.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Hilda Fonseca de Gill Inside Sales Representative MET Phone 303.262.4059 Email hilda.fonseca@vaisala.com

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.	Vaisala's origins date back to the 1930s when Professor Vilho Väisälä, Vaisala's founder and long-time managing director, invented some of the operating principles of a radiosonde. The company was established in 1936 in Finland, and the first radiosondes were manufactured in the basement of a residential building in the center of Helsinki. From a modest start, the company evolved to become a world leader in many measurement fields. Today Vaisala employs over 1,850 people and exports 98% of its production to over 150 countries. Vaisala's Core Values: Customer Focus, we strive for deep understanding of our customer needs and aim at meeting them in everything we do. Innovation and Renewal, we embrace pioneering innovation and drive change through continuous improvement and learning. Integrity, we are honest, respectful and reliable. We promote sustainable and ethical behavior. Strong Together, we excel by sharing, learning and working together with each other and our stakeholders.
8	What are your company's expectations in the event of an award?	Receive a purchase order in accordance with terms and conditions agreed upon.
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.	Uploaded Annual Report for Review
10	What is your US market share for the solutions that you are proposing?	We estimate we have a market share of 15% in the US.
11	What is your Canadian market share for the solutions that you are proposing?	We estimate we have a market share of 10%
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?	Vaisala Inc. manufactures measuring and controlling devices. The Company offers weather and industrial measurement, sensors, loggers, and other devices. Vaisala operates worldwide. Our sales and service force are Vaisala 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.	Vaisala has not been suspended nor debarred.

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	Please reference annual report
17	What percentage of your sales are to the governmental sector in the past three years	The percentage of sales to government are 62% for the last 3 years.
18	What percentage of your sales are to the education sector in the past three years	The percentage of sales to education sector has been 3.5% for the last 3 years.
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?	None that we know of
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?	GS-07F-030DA 2018 - \$11,580,557.43 2019 - \$13,189,162.47 2020 - \$8,938,743.08

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Federal Aviation Administration (FAA)	Raymond Glembocki	(202) 267-0754	*
Air Force Weather Agency (AFWA)	Brian Stricker	(402) 232-6578	*
US Department of Commerce / NOAA / NWS	Jennifer Hildebrandt	(757) 441-3433	*

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 *	
Federal Aviation Administration (FAA)	Government	District of Columbia - DC	Provide the FAA Cloud to Ground (CG) real time, streaming, flash or stroke lightning data for Zone 1 CONUS Puerto Rico, USVI, Zone 2 Alaska, Zone 3 Hawaii via a TCP/IP internet connection. This data is provided as an input into the AWOS/ASOS Data Acquisition System (ADAS). The ADAS uses the data in the ALDARS system and the ADAS also sends lightning data into the Integrated Terminal Weather System (ITWS) and the Corridor Integrated Weather System (CWIS) and FAA contractors who support R&D for the FAA. We also provide monthly archived data on a CD, automated, email system outage messages and 24/7/365 helpdesk support. Vaisala has been supplying CONUS lightning to the FAA as far back as the 1990's.	\$135,000.00	\$405,000.00	*
Air Force Weather Agency (AFWA)	Government	Nebraska - NE	Combined North American Lightning Detection Network (NALDN) as well as Global Lightning Data (GLD360) extended range lightning data are supplied to meet AFWA's needs. We provide high precision lightning data for CONUS and Canada using NALDN and global lightning data using the GLD360 networks. Vaisala has been supplying CONUS lightning to the DOD as far back as the 1990's.	\$95,000.00	\$285,000.00	*
US Department of Commerce / NOAA / NWS	Government	Maryland - MD	National Lightning Detection Network (NLDN) Precision Lightning Data as well as Global Lightning Data (GLD360) extended range lightning data are supplied to meet NWS needs. Archive lightning data, and Thunderstorm Manager a web-based application that tracks approaching storms and lightning strokes in real time. Vaisala has also had many previous contracts supplying NLDN data to NWS dating back to 1990's.	\$489,000.00	\$1,467,000.00	*
Department of the Environment National Service Operations	Government	BC - British Columbia	Operation of the Canadian Lightning Detection Network CLDN, (84 sensors).	\$699,000.00	\$2,097,000.00	*
Boston Symphony Orchestra	Non-Profit	Massachusetts - MA	Provide Vaisala NLDN lightning data with lightning display software. A long-time customer.	\$7,508.00	\$22,524.00	*

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.	We have 20 Sales Managers in the US and Canada with various territories
24	Dealer network or other distribution methods.	None
25	Service force.	Tech support = 32 Customer support =10
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.	Technical Support Our Promise We offer 24/7/365 access to HelpDesk and monitoring services. We promise a quick receipt of the inquiry which is uniquely logged as a Service Request (SR number). We quickly identify the issue and offer 24/7/365 1st tier support for general troubleshooting on all products and applications. We promise immediate escalation to 2nd and 3rd tier experts as required to efficiently resolve your cases. We guarantee an easy feedback loop via a survey relating to your experience. Customer satisfaction is our #1 goal
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	The customers of Vaisala's Weather and Environment business area focus on people's safety, protection of property, sustainability, and efficient processes, utilizing reliable measurements and decision support systems in all weather conditions. The customers include, among others, meteorological institutes, airports, road operators, and energy companies.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	The customers of Vaisala's Weather and Environment business area focus on people's safety, protection of property, sustainability, and efficient processes, utilizing reliable measurements and decision support systems in all weather conditions. The customers include, among others, meteorological institutes, airports, road operators, and energy companies.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will serve ALL of US and Canada Customers
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?	We will serve all participating Sourcewell entities
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.	<p>We plan, create, and execute digital marketing campaigns that are targeted and delivered across the multiple channels. They are designed to engage, nurture, and convert new leads throughout the entire customer journey. We strive to ensure these campaigns are delivered efficiently while adhering to national and international regulations like GDPR in Europe.</p> <p>We are taking advantage of modern, integrated, state-of-the-art digital platforms that allow stakeholders to collaborate and track their progress in real time.</p> <p>Our marketing automation tool, Eloqua, is used to enhance campaign effectiveness. It allows us to map out and automate predefined customer journeys, analyze and report on the performance of activities across all channels and personas. ON24 is a gold standard webinar platform we use to deliver relevant thought leadership content to carefully selected target groups. The marketing messages are amplified and their effectiveness in social media are tracked with Meltwater Engage. Additionally the performance of our content and campaigns are tracked with Google Analytics.</p> <p>These tools provide marketers with the critical insights to adjust existing campaigns or create new ones to improve their success.</p> <p>By integrating marketing and sales technologies we can ensure that the process for handling leads works as flawlessly as possible. Our sophisticated tracking mechanisms allow for consolidation of data into ROI reporting through Salesforce. As a hub shared with marketing and sales, Salesforce allows for a real-time monitoring and tracking of effectiveness of marketing.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We plan, create, and execute digital marketing campaigns that are targeted and delivered across the multiple channels. They are designed to engage, nurture, and convert new leads throughout the entire customer journey. We strive to ensure these campaigns are delivered efficiently while adhering to national and international regulations like GDPR in Europe.</p> <p>We are taking advantage of modern, integrated, state-of-the-art digital platforms that allow stakeholders to collaborate and track their progress in real time.</p> <p>Our marketing automation tool, Eloqua, is used to enhance campaign effectiveness. It allows us to map out and automate predefined customer journeys, analyze and report on the performance of activities across all channels and personas. ON24 is a gold standard webinar platform we use to deliver relevant thought leadership content to carefully selected target groups. The marketing messages are amplified and their effectiveness in social media are tracked with Meltwater Engage. Additionally the performance of our content and campaigns are tracked with Google Analytics.</p> <p>These tools provide marketers with the critical insights to adjust existing campaigns or create new ones to improve their success.</p> <p>By integrating marketing and sales technologies we can ensure that the process for handling leads works as flawlessly as possible. Our sophisticated tracking mechanisms allow for consolidation of data into ROI reporting through Salesforce. As a hub shared with marketing and sales, Salesforce allows for a real-time monitoring and tracking of effectiveness of marketing.</p>
34	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	<p>Vaisala self-promotes the contracts that we have with buying programs similar to GSA.</p> <p>We see Sourcwell as an easier way for customers to purchase our products.</p>
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.	We have an eCommerce store, but the products proposed for this contract are not available on the store.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer a one time 30 minutes sales demo included with the purchase of Thunderstorm Manager or Lightning Exporter to be scheduled with a sales manager for the customer.
37	Describe any technological advances that your proposed products or services offer.	Vaisala Lightning Threat Zone starts with data from detection networks that capture more global lightning events than any other in the the world and analyses them utilizing a sophisticated algorithm to deliver simple and effective forecast visualizations.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>In 2019, Vaisala identified the most relevant UN Sustainable Development Goals (SDGs) for its business, and we reported them for the first time in our annual report 2019 and on our website. However, Vaisala's multifaceted business is brimming with stories, and now in this article series, we will illustrate our commitment with some concrete examples on how our business is truly linked to the SDGs.</p> <p>The Sustainable Development Goals are at the center of United Nations Agenda 2030. The goals have been adopted by all UN member states, and they are a blueprint to achieve a better and more sustainable future for all. They address global challenges that we face now and in the future, including those related to climate change, environmental matters, inequality, and resource efficiency, for instance.</p> <p>Vaisala's business is located at the intersection of multiple global megatrends that are tightly intertwined with the SDGs, and solutions that benefit society and the environment have always been at the core of Vaisala. We offer versatile, accurate and reliable measurement solutions that provide a basis for informed decision-making in a multitude of industries. We help customers assess weather and environmental phenomena and thus safeguard lives and infrastructure. In the industrial measurements area, our measurement solutions help develop more sustainable and efficient industrial processes, reducing waste and emissions.</p> <p>"Through our mission Observations for a better world, sustainability is at the very heart of our business. Our business is entwined with most of the Sustainable Development Goals, both through the contribution of our products and solutions as well as through our own operations and business practices. At Vaisala, we always aim to adhere to the highest standards of sustainability and are committed to continuing the development through the UN Sustainable Development goals," describes Kjell Forsén, President and CEO of Vaisala.</p> <p>The relevant SDGs have been identified at Vaisala on two levels. On the one hand, the solutions in both of our business areas contribute to sustainable development. On the other hand, we strive for environmentally and socially sustainable business practices in our own operations.</p> <p>Our sustainable solutions are linked to five SDGs</p> <p>SDG 13 climate action SDG 3 Health and well-being SDG Clean energy SDG 9 Sustainable infrastructure SDG 11 Clean energy</p> <p>Climate action (SDG 13): Extreme weather events are increasing and intensifying as a result of climate change. We enable our meteorological customers make reliable weather measurements, help developing nations in building up their weather infrastructure as well as provide hurricane measurements with our dropsondes. Thus nations can better prepare for extreme weather.</p> <p>Good health and well-being (SDG 3): Our solutions monitor conditions in the strictly regulated medicine manufacturing as well as the vital conditions in hospitals and laboratories.</p> <p>Affordable and clean energy (SDG 7): Renewable energy is becoming more and more competitive. We manufacture solutions for optimizing wind and solar power production as well as biogas processes. In addition, with accurate measurements, the energy efficiency can be improved not only in industrial processes but also in buildings.</p> <p>Industry, innovation and infrastructure (SDG 9): With our measurements solutions, industrial customers can improve the resource efficiency of their processes.</p> <p>Sustainable cities and communities (SDG 11): Traffic operators use our digital solutions to improve the safety of transport systems with the very best road surface condition monitoring and road weather solutions, for instance. In urban areas, our dense air quality measurement networks help observe and assess the air pollution level in cities.</p> <p>Our sustainable business practices are linked to six SDGs</p> <p>SDG 12 Responsible production SDG Clean energy SDG 13 climate action SDG 8 Decent work SDG 10 Reduced inequalities SDG 16 Strong institutions</p> <p>Responsible consumption and production (SDG 12): We design environmentally-friendly and safe products with long life cycles and easy end-of-life processing. We aim to continuously increase our recycling rate.</p> <p>Affordable and clean energy (SDG 7): We are committed to using 100% renewable electricity by the end of 2020 as well as improving the energy efficiency in our facilities.</p> <p>Climate action (SDG 13): We aim to decrease the indirect emissions from commuting, for example, and raise climate awareness among our personnel, encouraging them to climate friendly choices.</p> <p>Decent work and economic growth (SDG 8): Our business has a positive economic impact on communities through employment and taxes, both directly and through supply chain. We uphold labor standards and occupational health and safety as well as manage human rights risks in our own operations and partner network.</p> <p>Reduced inequalities (SDG 10): We promote diversity, providing equal opportunities in recruitment and development, for example.</p> <p>Peace, justice and strong institutions (SDG 16): We are strongly against corruption and ensure that our employees and partners comply with our International Anti-Corruption Policy.</p> <p>By integrating all these goals into our strategy work, we can better assess our impacts on sustainable development and get inspiration for developing new business and sustainable business practices. Going forward, we want to strengthen this linkage and work actively to reach the goals.</p> <p>Please see attached 2020 Company Annual Report page 36-44 for additional detail.</p>
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<p>39</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Weather Ready Nation Ambassador Destructive, damaging weather can wreak havoc across communities, especially vulnerable ones with limited resources and education about preparing for detrimental impacts. We can all contribute to a better informed and prepared public, smarter business and community planning, and more resilient infrastructure.</p> <p>Vaisala has been selected as a National Oceanic and Atmospheric Administration (NOAA) Weather-Ready Nation Ambassador™. As one of the first companies to join the Weather-Ready Nation (WRN), Vaisala is privileged to work with NOAA and the National Weather Service (NWS) on this important initiative. Embracing the concept of a collaborative Weather Enterprise, the Weather-Ready Nation brings together government organizations, private enterprise and academia in an effort to build communities that are ready, responsive and resilient to severe weather events. This requires the participation and commitment of a vast nationwide network of partners, and Vaisala sees the Weather Enterprise as a global community, something that extends well beyond just the US.</p> <p>Vaisala's Role as an Ambassador WRN Ambassadors serve a pivotal role in affecting societal change, with the underlying charge of helping to build nations that are ready, responsive, and resilient to the impacts of extreme weather. This goes well beyond commercial, business interests, and for Vaisala, the Ambassador program speaks directly to our company's values and ethics.</p> <p>"Observations for a better world" is a genuine calling and purpose that drives our innovation, our curiosity, and our inspiration to shape the way the world understands and deals with weather. As such, the Ambassador program represents an extension of Vaisala's contribution to, and collaboration with, the Weather Enterprise at large. Whilst Vaisala's portfolio is designed to better manage the socio-economic impacts of severe weather, with this also comes a wider moral imperative – and that is to ensure that the application of technology, and the harnessing of innovation, truly benefits nations at large.</p> <p>We believe this is at the core of sustainable development and creating shared value; the notion that one should strive to keep ecosystems in balance in order to build for the future. In building weather-ready nations, Vaisala sees the human-weather ecosystem as being pivotal to socio-economic sustainability; this is the protection of life and property that is at the heart of meteorological agencies around the globe.</p> <p>Through the work that Vaisala does and the technology it innovates, the company actively touches the lives of millions of people all around the world every day. Accurate meteorological observation systems, such as Vaisala's weather radars, sounding systems, automatic weather stations and lightning detection systems make it possible to generate early warnings, which help mitigate the impacts of extreme weather events.</p> <p>Forecasting Extreme Weather To illustrate how Vaisala supports the ready, responsive and resilient approach of the program, consider how we enable forecasting of extreme weather events. Vaisala continues to be supplier of GPS dropwindsondes to the Hurricane Hunters, the NOAA Aircraft Operations Group as well as supporting the National Weather Service (NWS) Hurricane Center and NOAA's Hurricane Research Division. Dropsondes are deployed by flying through hurricanes and dropping these highly accurate measurement devices into the storm. Vaisala RD94 Dropsondes measure air temperature, relative humidity, atmospheric pressure, and use the GPS positioning to detect horizontal and vertical wind. These data are used to provide invaluable data to be ingested to the various models that are used to predict the path of a storm as well as its likely intensity. Storm path and intensity forecasts are vital to the preparation and protection of coastal communities, and help with the planning and execution of any required mitigation and evacuation plans.</p> <p>Vaisala became the most prominent organization in the weather enterprise to receive the StormReady Supporter designation during the groundbreaking event for our new office building. As one of the first Weather Ready Nation Ambassadors, this was a natural next step for us in showing our support for the National Weather Service's goal of building a Weather Ready Nation.</p> <p>Vaisala Group Quality, Environmental, Health and Safety (QEHS) management system defines Vaisala way of managing for quality, environment, health and safety.</p> <p>QEHS management system is defined by our own processes and procedures which are presented in Vaisala Process Map, Vintra and ATON.</p> <p>Further, Quality, Environment Management System has been designed to comply with requirements of international standards ISO 9001 (extended to include our commitment National Highways Sector 8 Scheme in the UK), ISO 14001, ISO 45001 and AQAP 2110.</p> <p>Purpose of QEHS management system is to support company strategy by: <ul style="list-style-type: none"> •Ensuring reliability of our products and services •Ensuring that environmental aspects are properly managed •Supporting continual improvement </p> <p>Please see attached 2020 Company Annual Report Page 36-44 for additional certifications.</p>
<p>40</p>	<p>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.</p>	<p>No</p>
<p>41</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?</p>	<p>Vaisala Lightning Detection is patented that no other company can use the method of time of arrival and magnetic direction finding over a low frequency. All other providers are using Time of Arrival for the most part that requires many more sensors and yields many more false positive strikes.</p>

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	<p>Thunderstorm Manager</p> <p>NLDN (GLD360) is most accurate USA (Global) lightning network with 150 m (2 km) or better location accuracy</p> <ul style="list-style-type: none"> • NLDN (GLD360) detects >95% (>80%) of all cloud-to-ground lightning flashes in USA (Global) • NLDN (GLD360) detects ~60% (~30%) of all cloud lightning flashes • Highest quality NLDN/GLD360 data with 99.97% availability • NLDN (GLD360) both proven to provide highest quality lightning alerts across the USA (Globe) • Alerts ring distances, expiration times, and lightning type are configurable • Alert countdown timer to anticipate re-opening ramp • Alert dissemination via on-screen, audible onPC/tablet, SMS, and email • 0-60 minute lightning threat forecast to better anticipate lightning arrival and cessation • NOAA, NASA, FAA, American Airlines, US Air force and US Navy use Vaisala Lightning Data <p>Lightning Exporter:</p> <p>24 hour archive report for any time back to 2016</p> <ul style="list-style-type: none"> • Data Points: Event Time(to the micro second), Latitude and Longitude, Peak Current(Strength), Lightning Type(Cloud to Cloud and or Cloud to Ground), Distance from Site of Lightning Provides Distance from site of strikes based on a latitude and longitude • Includes Shape and CSV File for 24 hour period • Data available from 2016 to Present
43	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Vaisala Standard Technical Support service includes access by email and/or phone to Vaisala Technical Support. Technical Support Frontline is available 24/7 365 days per year to receive the service requests. The first line team will forward the question to professional Vaisala technical teams.
44	Describe any service or support contract options for the items included in your proposal.	Vaisala Standard Technical Support service includes access by email and/or phone to Vaisala Technical Support. Technical Support Frontline is available 24/7 365 days per year to receive the service requests. The first line team will forward the question to professional Vaisala technical teams.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
45	What are your payment terms (e.g., net 10, net 30)?	NET30
46	Describe any leasing or financing options available for use by educational or governmental entities.	We offer 1 month free trials for Thunderstorm Manager Product.
47	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell 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 Sourcwell participating entities' purchase orders.	We will process the Sourcwell purchase orders and send a quarterly report.
48	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, there is no additional cost for using the card.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell 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 Sourcwell discounted price) on all of the items that you want Sourcwell 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.	Pricing for Thunderstorm Manager is done by size of area of lightning coverage, number of alert ring sites. One set alert ring is included with a subscription. It is an additional cost to add more alert ring sites. Pricing for lightning exporter is done by size of area and number of users.
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.	Discounts are anywhere from 10 to 25% of MSRP depending on customers selections.
51	Describe any quantity or volume discounts or rebate programs that you offer.	Enterprise pricing is offered when size and number of sites exceeds the proposed area and number of sites.
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.	N/A
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 Sourcwell 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.	Web Based Software that can be accessed anywhere that has an internet or cell data connection.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
57	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

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 Sourcwell. This process includes ensuring that Sourcwell 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 Sourcwell.	We will keep a record of all sales under the contract as we do with our GSA contract.
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.	We will track the total sales on a yearly basis.
60	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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.)	Vaisala will pay a 1.1% fee of the Quarterly Sales to Sourcwell.

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.	<p>Thunderstorm Manager Thunderstorm Manager provides an advanced thunderstorm display with real time lightning, radar and satellite information (where available), through standard web interfaces, with the capability of having multiple lightning alarm sites and customized messaging. It utilizes Vaisala's lightning network technologies (e.g. GLD360 (Global Lightning Data) and precision networks like NLDN (National Lightning Detection Network)) and algorithms to show real-time lightning data and short-term lightning forecasts. In addition to lightning alert sites, Thunderstorm Manager features include (1) a time-based lightning density display and (2) an optional thunderstorm cell identification, tracking, and forecasting display. Furthermore, Thunderstorm Manager can integrate infrared and visible satellite imagery and weather radar imagery (where available).</p> <p>Lightning Exporter In the simplest terms, Lightning Exporter is a web application that acts as a portal for accessing historical lightning data. Through Lightning Exporter users have the ability to generate CSV files and shapefiles containing lightning data pulled directly from our Total Lightning Database (TLD). The TLD contains data dating back to January 1, 2016 from both of Vaisala's lightning networks – the Global Lightning Dataset (GLD360) and the National Lightning Detection Network (NLDN). Key features of Lightning Exporter: Generate lightning data reports for a user defined geographical area and time period. Note: Time period cannot exceed 24 hours. Lightning reports can be previewed on the webpage, or generated as a CSV or shapefile. Geographic area can be defined for either a circular or a rectangular area, whichever is better suited for the user needs.</p>
62	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Situational awareness and information management systems, Incident command, logging recorder, and evidence, ticketing, or citation management systems

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
63	Computer Aided Dispatch (CAD)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
64	Records Management Software (RMS)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
65	Learning Management Software (LMS)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
66	Situational awareness and information management systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Thunderstorm Manager and Lightning Exporter
67	Incident command, logging recorder, and evidence, ticketing, or citation management systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Thunderstorm Manger logs alerting history for last 30 days.Lightning Exporter can provide evidence of whether lightning caused the damage.
68	Scheduling workforce management, and billing systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
69	Application-based alerting or paging systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Thunderstorm Manager can send text and email alerts for Lightning within an alert area.
70	Personnel, non-fleet asset, resource, and controlled substance tracking or location solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
71	Other public safety software solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Thunderstorm Manager can alert operations of lightning with text and email alerts.
72	Related services - installation, training, maintenance, integration, support, data analytics, and customization	<input checked="" type="radio"/> Yes <input type="radio"/> No	Free Thunderstorm Manager Trial and Demo

Table 15: Industry Specific Questions

Line Item	Question	Response *
73	Describe your data privacy, integrity, and protection standards, and the adherence of your products and services to applicable cybersecurity or applicable industry standards.	Vaisala follows the requirements of ISO/IEC 27001: 2013 Information Security Management System standard. Vaisala's US colocation data center has been audited SSAE 18 SOC II Type II standard
74	Describe your data backup and recovery solutions.	In the context of these services, Vaisala does do not store client data or client information. Thunderstorm Manager stores 7 days of lightning events in memory on duplicated nodes. If one node goes down then its cache is rebuilt upon restart from the other node. In case of a cluster failure then our customers will be redirected to a Disaster Recovery system which is running in a different region. Upon restart/rebuild of the failed cluster, we would rebuild the cache by reading from the Disaster Recovery buffer. TSM alerts and notifications are stored in a database (running in AWS) where we keep 7 days of rolling daily backups Separately, with respect to the Vaisala Data Center, lightning data and configurations are backed up to AWS S3 cloud storage, and VM's are backed up daily by Vaisala's IT Department with VMWare built-in processes
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 outside the US or Canada, as applicable.	In the context of these services, Vaisala does do not store client data or client information. AWS cloud storage is used for Vaisala's lightning data. Relevant services are performed within the US
76	Describe connectivity, interoperability and integration capabilities between your offered solution(s) and other software systems.	N/A
77	Explain your licensing process and the service agreements required of end users.	We have a standard service agreements we provide at the time of order with specific details of the customers subscription requirements and end date.
78	Describe your product implementation strategy and any use of installation partners.	N/A

Exceptions to Terms, Conditions, or Specifications Form

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

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

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

- [Financial Strength and Stability](#) - vaisala-annual-report-2020-web.pdf - Thursday May 06, 2021 14:21:36
- [Marketing Plan/Samples](#) - Sourcewell Marketing Samples.pdf - Thursday May 13, 2021 08:38:49
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Pricing](#) - Sourcewell Public Safety Software ricing.pdf - Wednesday May 12, 2021 15:25:28
- [Upload Additional Document](#) - Lightning Detection Networks + Thunderstorm Manager + Exporter.pdf - Wednesday May 12, 2021 15:54:04

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. - Wyatt Bishop, Sales Manager Meteorology, Vaisala Inc

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

Yes No

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

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

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