

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Utility Associates, Inc., 250 East Ponce de Leon Avenue, Suite 700, Decatur, GA 30030 (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.

12. GOVERNMENT DATA PRACTICES

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

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

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

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

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

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by 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

Utility Associates, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/23/2021 | 6:42 AM CDT

DocuSigned by:
Michael Nark
By: 7F7A8FD8EF8341F...
Michael Nark
Title: Chief Executive Officer
Date: 7/26/2021 | 3:56 PM CDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 7/26/2021 | 3:57 PM CDT

RFP 051321 - Public Safety Software

Vendor Details

Company Name: Utility Associates, Inc.
250 E. Ponce de Leon Avenue, Suite 700
Address: <https://proportal.sourcewell-mn.gov/Module/TendeDecatur, GA 30030>
Contact: Jeff Johnson
Email: proposals@utility.com
Phone: 800-597-4707
Fax: 877-449-5088
HST#: 582574318

Submission Details

Created On: Monday April 26, 2021 08:20:36
Submitted On: Thursday May 13, 2021 15:01:36
Submitted By: Jeff Johnson
Email: proposals@utility.com
Transaction #: f6abb6a7-7628-42b4-9075-ef10126d9029
Submitter's IP Address: 50.203.252.36

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):	Utility Associates, Inc.
2	Proposer Address:	250 East Ponce de Leon Avenue Suite 700 Decatur, GA 30030
3	Proposer website address:	www.utility.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):	Michael Nark Chief Executive Officer mnark@utility.com 800-597-4707
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Vincent Chiera Director, Inside Sales vchiera@utility.com 800-597-4707
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Joyce Trotter Proposal Manager jtrotter@utility.com 800-597-4707

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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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.	<p>Utility Associates, Inc. is a developer and supplier of cloud-based Public Safety Software including digital multi-media Legal Evidence Management solutions, Records Management, Incident Command, Officer Down Emergency Reporting, real-time Situational Awareness mapping, vehicle maintenance data collection and reporting, automatic license plate data collection and reporting, IoT asset tracking and reporting solutions, and AI-based video redaction and distribution. We also provide real-time situational awareness software solutions for the public transportation and electric and gas utilities markets.</p> <p>Through our partnership with SOMA Global we integrate with and provide Computer Aided Dispatch and Records Management software solutions. Through our partnership with Strax, we integrate with and provide Real-Time Crime Center software solutions.</p> <p>To support our Public Safety Software as a Service solutions, Utility is also a vertically-integrated US manufacturer and supplier of vehicle communications routers, "over the air" hardware configuration software solutions, body-worn cameras, digital in-vehicle cameras, IoT Asset Tags, and automatic license plate readers. These hardware solutions integrate seamlessly with our Amazon AWS-based cloud software as a service to provide an end-to-end Public Safety Software solution set.</p> <p>In addition to SOMA Global, the Utility hardware and software solution set integrates seamlessly with every major US Computer-Aided Dispatch solution. Providing data to our cloud-based Public Safety Software as a Solution set, Utility over 50,000 devices deployed and supporting more than 15,000 First Responders, and managing and redacting over 6,000 Terabytes of Legal Evidence data supporting 23 million Incidents and 75,000 cases, in regular use by over 30,000 AVailWeb login users. Utility has worked with many progressive first responders, transit agencies and utilities to incorporate industry best practices to help solve critical real-time connectivity, field real-time situational awareness, and legal evidence capture and management challenges. We support a base of over 300 client agencies spanning multi-precinct fleets with thousands of vehicles to 5-unit mobile communications installations. Our vehicle communications hardware is made and supported in the USA.</p> <p>When Steve Jobs introduced the iPhone, he quoted computing pioneer Alan Kay: " People who are really serious about software should make their own hardware ". Utility is primarily a software company that also makes specialized hardware that is optimized to provide a seamless and secure fully integrated Public Safety Software solutions.</p> <p>Utility's vehicle communications hardware is the proven result of 10+ years of hardware design, development, manufacturing, deployment and support in thousands of public safety, transit, and utility vehicles around the US. Utility solutions are FBI CJIS compliant, and Utility maintains state-of-the-art security that fully leverages Amazon AWS multiple data center regions, real-time replication, and world-leading cybersecurity strategies and practices.</p> <p>Utility owns key US Patents for mobile communications, mobile and fixed location data interoperability and performance, legal evidence data management systems, and secure BodyWorn camera mounting and security, including:</p> <ul style="list-style-type: none"> 6,831,556 - Composite Mobile Digital Information System 7,768,548 - Mobile Digital Video Recording System 8,781,475 - System for Switching between Cellular Networks 9,246,898 - Method for Securely Distributing Legal Evidence 9,282,495 - Method and Device for Switching between Cellular Networks 9,432,402 - System and Method for Uploading Files to Servers utilizing GPS routing 10,084,500 - Video Recording Device Holster 10,135,908 - System and Method for Uploading Files to Servers utilizing GPS routing 10,205,915 - Integrating Data from Multiple Devices 10,230,919 - Article of Clothing with Video Recording Device Support 10,560,668 - Integrating Data from Multiple Devices 10,812,755 - Article of Clothing with Video Recording Device Support <p>Many communications hardware vendors outsource design, engineering, firmware/software development and support, and/or manufacturing outside the USA. By contrast, Utility's US-based control of the design, development, manufacturing and customer support experience through our in-house team of FBI background-checked professionals allows us to provide a secure, reliable solution that eliminates an international 8,000+ miles supply chain, while rapidly innovating and responding to our customer's needs. Utility's 5th generation hardened IP-67 rated vehicle communications platform uniquely includes an Intel Atom dual-core processor and a 120GB solid state hard-drive, providing a multi-purpose and "over the air" upgradeable field communications edge processor and data storage capability that no other mobile or remote fixed location communications and interoperability hardware vendor provides.</p>
8	What are your company's expectations in the event of an award?	<p>Utility Associates is eager for the opportunity to work with Sourcewell. Our company will spotlight the Sourcewell Master Agreement by including its use in training our Sales Force, include on our marketing materials, include on proposal responses (where applicable), and on our website.</p> <p>UA will also encourage CPOs to use the Master Agreement by educating the officials as to the value it will bring to the agency since contract negotiations have already been completed and pricing have been set.</p>
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.	Financial Strength and Stability Information Provided in Document upload section.
10	What is your US market share for the solutions that you are proposing?	Less than 10%
11	What is your Canadian market share for the solutions that you are proposing?	Less than 5%

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?	Direct Manufacturer / Service Provider. We have a direct outside and inside sales and support organization who are our employees. We do not employ a dealer network. We do not outsource service or support to US-based or non-US-based 3rd party providers. Customers work directly with our US-based employees before and after the Sourcwell sale.	*
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.	Utility's AVailWeb cloud-based Public Safety Software as a service complies with all FBI Center for Justice Information Systems (CJIS) standards for the security of Legal Evidence and Chain of Custody tracking and reporting. Utility complies with all FCC Communications certifications for Cellular and WiFi connectivity. Utility complies with cellular service certifications for AT&T, FirstNet, Verizon, Southern Linc, Sprint, and US Cellular. FCCID: N7NEM75S Verizon Certification: VZW110001070003 ATT: PTCRB 74431	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Utility, Inc. has been recognized by Amazon as a winner of the Amazon Web Services (AWS) City on a Cloud Innovation Challenge for AVailWeb real-time Situational Awareness which incorporates real-time communications and interoperability. Utility's innovative use of Amazon cloud processing and storage for secure and reliable "over the air" vehicle communications hardware configuration management, edge processing, and local cache public safety body-worn camera and in-vehicle video recording storage and management, and video redaction solutions were judged on uniqueness, number of users, and the availability to governments in various regions that differ in size and scope.	*
17	What percentage of your sales are to the governmental sector in the past three years	2020 greater than 75% 2019 greater than 75% 2018 greater than 75%	*
18	What percentage of your sales are to the education sector in the past three years	2020 less than 5% 2019 less than 3% 2018 less than 1%	*
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?	Oklahoma NASPO Valuepoint OK-MA-145-040 BuyBoard Cooperative Contract #568-18 State of North Carolina Statewide Contract State of South Carolina Statewide Contract	*
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?	We participate on GSA schedules through our partner Anixter.	*

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 *	
Indianapolis (IN) Metropolitan Police Department	Chris Bailey, Assistant Chief	317-605-9058	*
St. Louis County (MO) Police Department	Michael Clinton, SPO	314-659-0482	*
Georgia Institute of Technology Police Department	Steve Travis, IT Support Professional Lead	678-525-3191	*

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 *	
Indianapolis Metropolitan Police Department	Government	Indiana - IN	Deployment of 2,200 devices	\$11,200,000 (66 month contract)	\$2,035,000 (annual payments)	*
St. Louis Police Department	Government	Missouri - MO	Deployment of 977 devices	\$5,800,000 (60 month contract)	\$1,160,000 (annual payments)	*
Cobb County Police Department	Government	Georgia - GA	Deployment of 930 devices	\$3,900,000 (60 month contract)	\$780,000 (annual payments)	*
DeKalb County Police Department	Government	Georgia - GA	Deployment of 1,155 devices	\$3,300,000 (60 month contract)	\$660,000 (annual payments)	*
Pasadena Police Department	Government	Texas - TX	Deployment of 620 devices	\$1,950,000 (36 month contract)	\$650,000 (annual payments)	*

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.	North American coverage - 12 full-time direct, field-based sales staff. 5 full time inside sales staff based in Decatur, GA headquarters																				
24	Dealer network or other distribution methods.	None																				
25	Service force.	North American coverage - 17 full time direct, field-based service and training field engineers and trainers. 4 full-time project managers based in our Decatur, GA headquarters.																				
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.	<p>Service Level Agreement Response Times</p> <p>Utility provides a 99% uptime/availability commitment. All communications hardware and configuration management software have health monitoring and reporting that assures that issues are typically addressed 24 x 365 by UA personnel, typically before they become an impact to the performance of the hardware and service. Utility has a tiered response to support that will escalate the level of support depending on the situation. Tier 1 is on-site support by the customer staff after they have been trained by UA, which alleviates most day-to-day issues that may pop up.</p> <p>Problems beyond Tier 1 scope are escalated to Tier 2 phone-based support provided by our 24x365 Help Desk team. Tier 3 is on-site technical support from a UA field engineer. The cost of the response time Service Level Commitment is included in our Customer Support Agreement.</p> <p>While most Tier 2 support calls to our 24x365 Help Desk are handled immediately, Tier 2 issues have guaranteed response times as shown below:</p> <table border="1"> <thead> <tr> <th>Priority</th> <th>Fatal</th> <th>Severe</th> <th>Medium</th> <th>Minor</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1 Hour</td> <td>1 Hour</td> <td>2 Hours</td> <td>3 Hours</td> </tr> <tr> <td>2</td> <td>2 Hours</td> <td>2 Hours</td> <td>4 Hours</td> <td>6 Hours</td> </tr> <tr> <td>3</td> <td>4 Hours</td> <td>4 Hours</td> <td>8 Hours</td> <td>16 Hours</td> </tr> </tbody> </table> <p>The severity levels shown in the tables above are defined as follows:</p> <p>Fatal: Complete degradation – all users and critical functions affected. Item or service completely unavailable.</p> <p>Severe: Significant degradation – large number of users or critical functions affected.</p> <p>Medium: Limited degradation – limited number of users or functions affected. Business processes can continue.</p> <p>Minor: Small degradation – few users or one user affected. Business processes can continue.</p> <p>Our Partners SOMA Global and Strax provide a similar high level of customer support for their respective Public Safety Software as a Solution.</p> <p>Utility supports over 300 police, fire, and EMS agencies, and more than 15,000 Police Officers. The SOMA Global Platform has more than 80 customers with over 20,000 Users.</p>	Priority	Fatal	Severe	Medium	Minor	1	1 Hour	1 Hour	2 Hours	3 Hours	2	2 Hours	2 Hours	4 Hours	6 Hours	3	4 Hours	4 Hours	8 Hours	16 Hours
Priority	Fatal	Severe	Medium	Minor																		
1	1 Hour	1 Hour	2 Hours	3 Hours																		
2	2 Hours	2 Hours	4 Hours	6 Hours																		
3	4 Hours	4 Hours	8 Hours	16 Hours																		
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Fully willing and able to provide and support our products and services in the United States.																				
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Fully willing and able to provide and support our products and services in Canada.																				
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None																				
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None																				
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None																				

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our marketing strategy for promotion of this contract will be built around prospect needs and requirements. We distribute cooperative purchasing agreement win announcements to our Marketing and Sales teams, and promote the use of cooperative contracts with our Marketing and Outside, Inside, and RFP Sales teams. We provide recurring internal email communications to our Sales team about our customer cooperative purchasing agreement wins. We maintain specific RFP and sales strategy meetings and checklists that include consideration of cooperative purchasing agreements, conduct periodic internal webinars, maintain cooperative purchasing agreement FAQs and documents in our Sales shared internal drive, and conduct cooperative purchase agreement training sessions at our quarterly Sales meetings.</p> <p>Our solution is value-differentiated, and we would position the Sourcewell contract in much the same way - valued added. In addition to our technical and cost advantages, we build messaging around value-adds such as cooperative purchasing agreements compared to commodity software and hardware offerings.</p> <p>Sample Marketing and Product Description materials are attached.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We utilize email and social media marketing programs that inform our prospects about our cooperative purchasing agreement participation. Additionally, we deploy customized SEO (search engine optimization) terms on our website to attract parties who may be interested in leveraging cooperative agreement purchasing.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We would not look to Sourcewell to promote our cooperative purchasing agreement as a result of this RFP, although we welcome any Sourcewell efforts in this regard. We take responsibility to educate the market and our prospects about the availability of and potential benefits of using a cooperative purchasing agreement such as Sourcewell provides. As mentioned in line item 32, we always consider cooperative purchasing agreements in every sales opportunity to make it easier, faster, and less effort for customers to buy on cost-effective basis.</p> <p>With respect to integration into our sales process, in all cases there is a sales process stage that addresses purchase options. We will promote the benefit of the Sourcewell cooperative purchasing agreement at this stage in all our sales cycle.</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.	Not yet. In development, and expected to be available in 2022.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Utility, SOMA Global, and Strax each provide comprehensive Operator and System Administrator training in the use of our respective cloud-based software as a service solutions. Software as a Service annual and multi-year subscriptions include on-going enhancements based upon "Voice of the Customer" feedback of new and enhanced capabilities that would be a value-add for all solution subscribers. Comprehensive 24 x 365 Help Desk support is provided. Amazon AWS cloud-hosting includes automatic real-time data replication across multiple data centers to ensure performance, security, and reliability, and automatic backups and disaster recovery capabilities.</p> <p>When working with mobile and remote public safety communications platforms, "Over the Air" configuration procedures are of utmost importance. Our AVailWeb "Over the Air" configuration management tools allow our customers to make configuration changes to approximately 500 device configuration parameters. AVailWeb will then "push" firmware updates and configuration changes to one device, a group of devices, or all devices in the account from anywhere in the world, with full audit trail reporting, even if the device is not powered on with remote connectivity at the time of the update push. Each device routinely checks for updates upon boot-up, automatically "pulls" any waiting file downloads and configuration updates, and then processes any adds, changes, or deletes accordingly.</p> <p>Once our devices are deployed, the goal is to never again have to physically touch the device to securely and reliably update firmware or apply configuration setting changes. The AVailWeb web-browser based user interface provides automatic "Over the Air" configuration management to avoid needing to track down and physically travel to vehicles to process updates. The AVailWeb device remote configuration management labor effort savings on a 5+ year Total Cost of Ownership are dramatic. Software and hardware support is required to be purchased for each hardware device.</p> <p>All our mobile and remote communications platforms can be updated by a customer device administrator at one time, with confidence the updates will be securely and reliably applied to every vehicle and remote location as soon as the device is connected to the cellular or local WiFi network.</p> <p>Our customers are empowered and expected to provide configuration management for their communications device fleet. Our device deployment process always includes comprehensive customer Administrator training so that customers can make configuration changes and updates to devices at any time, on their schedule, based upon their priorities. Our Help Desk is available 24x365 to provide support to customers administrators answer questions, assist in making configuration changes, and to provide administrator training to new customer Admins.</p> <p>Utility, SOMA Global, and Strax provide user, operator, software tool, and system administrator training, comprehensive 24 x 365 software support, and RMA hardware support. Software support and solution functional enhancement cloud processing upgrades are automatically made available to all customers.</p>

37	Describe any technological advances that your proposed products or services offer.	<p>As mentioned in the response to Line Item 7, Utility owns twelve patents that apply to the secure and reliable collection and distribution of Legal Evidence video, audio, and metadata. Additional patents are pending. Our cloud-based data processing and storage hosting is much less vulnerable to Ransomware attacks and much more resilient to natural disasters. The ability to quickly and easily work with legacy data stores and configure new data stores, forms, internal and external workflows, validations and alerts, and flexible reporting means the Public Safety employee can have real-time access to accurate relevant data to do their work effectively, efficiently, and with full transparency and accountability.</p> <p>Utility owns key US Patents for mobile communications, mobile and fixed location data interoperability and performance, legal evidence data management systems, and secure BodyWorn camera mounting and security, including:</p> <p>6,831,556 - Composite Mobile Digital Information System 7,768,548 - Mobile Digital Video Recording System 8,781,475 - System for Switching between Cellular Networks 9,246,898 - Method for Securely Distributing Legal Evidence 9,282,495 - Method and Device for Switching between Cellular Networks 9,432,402 - System and Method for Uploading Files to Servers utilizing GPS routing 10,084,500 - Video Recording Device Holster 10,135,908 - System and Method for Uploading Files to Servers utilizing GPS routing 10,205,915 - Integrating Data from Multiple Devices 10,230,919 - Article of Clothing with Video Recording Device Support 10,560,668 - Integrating Data from Multiple Devices 10,812,755 - Article of Clothing with Video Recording Device Support</p> <p>AVaiLWeb, Ultimate Witness, SOMA Global, and Strax all leverage the processing power, security, and economies of scale of cloud-based processing and data storage. Local software and on-premise servers are only used when there are compelling reasons for integration with customer local data stores, legacy data access, performance and cost-effectiveness.</p> <p>The Rocket IoT as a full Linux Processor and a 120GB Solid State Hard Drive provides a full edge computing platform for performing field Video Analytics and AI such as Automatic License Plate Recognition, and secure encrypted intermediate caching of Legal Evidence Video, Audio, and Metadata, which provides real-time responses and minimizes cellular data communications cost and delay. Our technical architecture provides the optimal balance of local edge processing and cloud-based processing to provide secure, reliable, transparent, effective, and efficient Public Safety Software solutions.</p>
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>Amazon Web Services currently generates over 25% of the energy used to power its data centers via renewable sources. Amazon is committed to achieving operations with 100% renewable energy with 40% renewable by measurable milestone dates.</p> <p>Amazon's state of the art data centers supported by renewable energy, the energy efficient technology utilized in data centers, and the overall electric and e-waste efficiencies provided by cloud technology is a benchmark that other cloud computing vendors hope to replicate in the future as a more sustainable and environmentally responsible service delivery model.</p> <p>More information regarding our partners' sustainability efforts can be found at these links below:</p> <p>Amazon Web Services: https://aws.amazon.com/about-aws/sustainability/?nc1=f_cchttps://aws.amazon.com/about-aws/sustainability/?nc1=f_cc</p> <p>Motorola: http://www.motorola.com/us/cr-sp/environment-responsibility-product-design.html#environment-responsibility-product-design-packaging</p> <p>Utility recently moved to state of the art, eco-friendly, transit-oriented, offices in Decatur, GA to encourage the use of public transportation and shorten commute time and distance for employees. The office location in a mixed-use community town center is described as a "Walker's Paradise" by WalkScore™, with a rating of 91 out of 100.</p> <p>Through our software focused approach, our hardware products are designed to last well beyond 3-5 years reducing the amount of e-waste generated by our devices. Further, our devices are manufactured at Utility's metro Atlanta-based production facility to minimize the environmental impact that many other companies cause by using an 8,000 mile supply chain, in countries with far less environmental and worker protections, and much higher use of coal and other fossil-based fuels to generate electric power.</p> <p>Our device batteries are designed for compliance with the EU Battery Directive that restricts use of mercury and cadmium. Utility devices also comply with the European Union's directive on the restriction of hazardous substances (RoHS) for electronic products sold in the EU.</p> <p>Vendors that we purchase components and services from also are committed to environmental sustainability. Our partners continue to invest in sustainability, and we fully support their efforts as their services keep us on the forefront of technology. Our vendors are leading the technology industry in forming more sustainable practices.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Cloud hosting provider Amazon AWS generates over 25% of the energy used to power its data centers via renewable resources. Amazon is committed to achieving operations with 100% renewable energy with 40% renewable by measurable milestone dates.</p> <p>As mentioned in Line Item 38, the RocketIoT supports all local rules and regulations related to maximum vehicle engine idle time. This is accomplished through the integrated Power Timer that keeps the RocketIoT operational for a programmable set period of time after a vehicle has been turned off. So public safety staff continue to have connectivity and operability while avoiding fuel burn and vehicle emissions during an incident.</p>

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	When appropriate and of benefit to all parties, we work closely with geographical based WMBE, SBE and Veteran-owned partners to deploy our Communications Technology and Hardware solutions. Utility does not have any WMBE, SBE, or Veteran-Owned certifications. However, we run a checklist for each sales opportunity to attempt to include WMBE, SBE, and Veteran-Owned partners in customer deployments whenever possible. * Please see attached document.
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	The combination of Utility AVailWeb software as a service, SOMA Global Dispatch and Records Management Platform Software as a Service, and the Strax Real-Time Crime Response Platform software as a service provide a unique integrated real-time value solution for any Police, Fire, EMS, Jail / Corrections, and Emergency Management agency. The solutions are all highly scalable and secure, provide high reliability and performance, and can provide real-time data integration and collaboration across multiple platforms and multiple public safety agencies and entities. These solutions can be implemented and integrated in part or in whole based upon the Sourcewell customer's functional need priority and resource availability.

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>Service Level Agreement Response Times</p> <p>Utility provides a Software as a Service 99% uptime/availability commitment for AVailWeb public safety software. SOMA Global and Strax provide similar uptime / availability commitments for their Public Safety Software as a Service platforms. All solutions leverage the 99%+ Amazon AWS cloud hosting security, performance, and availability standards.</p> <p>All our Public Safety Software as a Service modules and configuration management software have health monitoring and reporting that assures that issues are typically addressed 24 x 365 by UA personnel, typically before they become an impact to the performance of the AVailWeb platform service. SOMA Global and Strax provide similar performance and uptime monitoring for their Public Safety software as a service.</p> <p>Utility has a tiered response to support that will escalate the level of support depending on the situation. Tier 1 is on-site support by the customer staff after they have been trained by UA, which alleviates most day-to-day issues that may arise.</p> <p>Problems beyond Tier 1 scope are escalated to Tier 2 phone-based support provided by our 24x365 Help Desk team.</p> <p>Tier 3 is on-site technical support from a UA field engineer. The cost of the response time Service Level Commitment is included in our Customer Support Agreement.</p> <p>While most Tier 2 support calls to our 24x365 Help Desk are handled immediately, Tier 2 issues have guaranteed response times as shown below:</p> <table border="1" data-bbox="613 1207 1128 1291"> <thead> <tr> <th>Priority</th> <th>Fatal</th> <th>Severe</th> <th>Medium</th> <th>Minor</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1 Hour</td> <td>1 Hour</td> <td>2 Hours</td> <td>3 Hours</td> </tr> <tr> <td>2</td> <td>2 Hours</td> <td>2 Hours</td> <td>4 Hours</td> <td>6 Hours</td> </tr> <tr> <td>3</td> <td>4 Hours</td> <td>4 Hours</td> <td>8 Hours</td> <td>16 Hours</td> </tr> </tbody> </table> <p>The severity levels shown in the tables above are defined as follows:</p> <p>Fatal: Complete degradation – all users and critical functions affected. Item or service completely unavailable.</p> <p>Severe: Significant degradation – large number of users or critical functions affected.</p> <p>Medium: Limited degradation – limited number of users or functions affected. Business processes can continue.</p> <p>Minor: Small degradation – few users or one user affected. Business processes can continue.</p> <p>SOMA Global and Strax provide similar high levels for Service Level Agreement performance and guarantees.</p>	Priority	Fatal	Severe	Medium	Minor	1	1 Hour	1 Hour	2 Hours	3 Hours	2	2 Hours	2 Hours	4 Hours	6 Hours	3	4 Hours	4 Hours	8 Hours	16 Hours
Priority	Fatal	Severe	Medium	Minor																		
1	1 Hour	1 Hour	2 Hours	3 Hours																		
2	2 Hours	2 Hours	4 Hours	6 Hours																		
3	4 Hours	4 Hours	8 Hours	16 Hours																		
43	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	See the services standards listed in Line Item 42 above.																				
44	Describe any service or support contract options for the items included in your proposal.	All customers receive 99%+ Security, Performance, Reliability, and Uptime service level commitments and service delivery.																				

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
45	What are your payment terms (e.g., net 10, net 30)?	Net 30
46	Describe any leasing or financing options available for use by educational or governmental entities.	Customers have the option to lock-in Public Safety Software as a Service pricing for up to 5 years from the service initiation date, to avoid inflation price increases in the future. Utility offers leasing options for the Utility product line solutions.
47	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Once the Customer and Utility Sales Representative finalize the implementation scope, schedule, and resource commitments from each party, a Sales Quote is generated for Customer authorized signature approval. Once written Sales Quote approval is received from Customer, the Customer will issue a Purchase Order (if required). The approved Sales Quote is converted into a Sales Order and entered into our project management and order entry systems by our inside team. Implementation schedules depend upon the modules being installed, the complexity of module(s) configuration, the number of interfaces to legacy data stores and third party solutions, legacy data validation and migration, user training, system administrator training, and the other specifics of the customer's particular needs, the agreed Scope of Work, and the customer's internal resource availability. A Utility Project Manager is assigned to every Public Safety Software delivery effort, and works closely with all customer stakeholders to plan, schedule, and implement solution deployment. The implementation schedule is based upon mutual agreement with the Customer, 3rd parties involved in the implementation, and the respective vendors involved in the solution delivery. Periodic Status Reporting is provided as the Implementation progresses. Because Utility does not utilize a dealer network, quarterly sales reporting to Sourcewell is easily supported.
48	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. No additional cost to Sourcewell.

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 Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *												
49	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing model is product-category driven with unit volume based discounts off MSRP list pricing. The Pricing schedules have specific Sourcewell SKUs to make payment of Sourcewell fees transparent and reliable. See the Pricing schedule documents uploaded in the Sourcewell RFP portal.												
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.	Pricing discounts off MSRP are based upon Order Quantity. This discount schedule applies to all Utility, SOMA Global, and Strax software as a service modules, units, named users, concurrent users, connectivity and interoperability hardware, software, accessories, training days or student count, installation services, and other units of measure as listed in the MSRP Pricing Schedules. <table border="0"> <tr> <td>Quantity 1</td> <td>0%</td> </tr> <tr> <td>Quantity 2-10</td> <td>1.00%</td> </tr> <tr> <td>Quantity 11-50</td> <td>3.00%</td> </tr> <tr> <td>Quantity 51-100</td> <td>5.00%</td> </tr> <tr> <td>Quantity 100-250</td> <td>7.00%</td> </tr> <tr> <td>Quantity >250</td> <td>10.00%</td> </tr> </table>	Quantity 1	0%	Quantity 2-10	1.00%	Quantity 11-50	3.00%	Quantity 51-100	5.00%	Quantity 100-250	7.00%	Quantity >250	10.00%
Quantity 1	0%													
Quantity 2-10	1.00%													
Quantity 11-50	3.00%													
Quantity 51-100	5.00%													
Quantity 100-250	7.00%													
Quantity >250	10.00%													
51	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity Volume Discounts are listed in Line Item 50 above.												
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.	Not Applicable. Utility, SOMA Global, and Strax only warrant and support software as a service, hardware, device firmware, implementation services, data validation and migration, training, and other services and solutions sold and delivered by our respective organizations. Utility, SOMA Global, and Strax will work on a Good Faith basis with 3rd party organizations on data integrations and migrations. However, Utility, SOMA Global, and Strax do not accept any responsibility or liability for the merchantability, suitability, performance, security, or reliability of independently-sourced products and services, or the accuracy, performance, security, or uptime of 3rd party applications, data stores, and solutions for which a customer may request an integration.												

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.	<p>All Utility hardware products and accessories are sold FOB Decatur, Georgia 30030 USA. Customers are responsible for paying any State or Local Sales or Value Added Taxes or other Governmental Fees, Duties, or Tariffs that might be applicable to the purchase of our goods and services.</p> <p>Similarly, any SOMA Global and Strax hardware items are shipped FOB from their current home office location. Customers are responsible for paying any State or Local Sales or Value Added Taxes or other Governmental Fees, Duties, or Tariffs that might be applicable to the purchase of SOMA Global or Strax software as a service, software, hardware, and other physical objects.</p>	*
54	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>All Utility hardware products and accessories are sold FOB Decatur, Georgia 30030 USA. Typically shipments to Lower 48 States are shipped via UPS Ground.</p> <p>Strax offers Portable Datalink and a CNC Live Gateway Server hardware components, where shipping is included as a separate SKU.</p>	*
55	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>All Utility hardware products and accessories are sold FOB Decatur, Georgia 30030 USA. Shipments to Alaska and Hawaii will be shipped based upon Customer shipping preference. Shipments to Canada and other non-USA locations will be shipped based upon Customer shipping preference, plus the Customer pays for any International Tariffs, Sales Taxes, VAT, or other Governmental Fees or Duties that might be applicable to the purchase of services and goods from the United States.</p>	*
56	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Software, firmware, and hardware configuration updates are typically delivered "over the air" via our AVailWeb configuration management solution as a service. Once installed, the goal is to never have to physically touch the device ever again. Our hardware provides extensive "Health Check" status reporting to our cloud-based AVailWeb configuration management solution as a service. Issues can often be addressed before there is an impact on delivering mission-critical connectivity and interoperability services and solutions. 24x365 Help Desk Support is provided for all our hardware, software, and solution as a service offerings.</p> <p>AVailWeb is completely cloud and web-browser based. All AVailWeb cloud computing and storage services operate on Amazon AWS. Amazon provides real-time cybersecurity and data replication across multiple data centers and regions. Real-time data replication provides automatic backups and disaster recovery capabilities.</p> <p>Amazon AWS provides essentially infinite secure server and data storage capacity, so there are no practical limits to scalability to support customer growth on very short notice.</p> <p>SOMA Global and Strax Public Safety Software as a Service similarly is web-browser based with processing provided by cloud-based servers and database data storage servers.</p>	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
57	b. the same as 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 Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>Utility utilizes NetSuite as its CRM and Financial Management solution. The Sourcewell Cooperative Contract Number and SKUs will be selected by our Inside Sales Team when applicable. NetSuite then provides quarterly reporting of sales via each cooperative purchasing contract. Sales reporting is audited and then used as the basis for remitting appropriate Sourcewell Audit and Administrative fees.</p>
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.	<p>Metrics revolve around total sales by quarter for each cooperative purchasing contract, and the ratio of subsequent sales to customers who initially used the cooperative purchasing contract. Trends are reported and evaluated. Periodic reviews are conducted with our cooperative purchasing contract partners to discuss Strengths, Weaknesses, and Opportunities for Additional Success.</p>
60	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Utility will pay a 2% Audit and Administrative fee on all collected Utility, SOMA Global, and Strax collected revenue processed through the awarded Sourcewell Cooperative Purchasing Agreement contract.</p>

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>Utility, SOMA Global, and Strax provide a very broad range of Public Safety Software as a service for the Police, Fire, EMS, Jail / Corrections, and Emergency Management market segments.</p> <p>AVaiLWeb and Ultimate Witness support the secure and reliable collection, validation, transmission, live streaming, storage, and distribution of comprehensive Legal Evidence video, audio, artificial intelligence, and metadata. Powerful video redaction is included as a secure integral component of Legal Evidence video management and distribution. AVaiLWeb also provides real-time Situational Awareness, GeoFence Entry and Exit events, Gunshot Detection, Emergency alerts and reporting, BOLO alerts, Officer Down alerts, historical location and status reporting of vehicles, officers, and assets including vehicle diagnostics and trouble code reporting to Fleet Management. AVaiLWeb has "Off the Shelf" real-time integrations with a wide range of Computer-Aided Dispatching application solutions. Over 300 Public Safety Agencies and more than 15,000 Police Officers are using the AVaiLWeb Public Safety Software, In-Car Video Systems, BodyWorn cameras, Automatic License Plate Readers, and Smart Waypoints to increase Officer Safety and provide secure and reliable video, audio, and metadata Legal Evidence management and reporting.</p> <p>The SOMA Global platform provides comprehensive real-time Computer-Aided Dispatch, Police / Fire / Emergency Operations and Jail / Corrections Records and Operations Management. The SOMA Global cloud-based solution set offers a powerful and comprehensive set of software support tools for Data Integration, Forms, Workflow, and Reporting that Public Safety Agency staff can use to implement integrated legacy, internal, and external data stores to provide internal and external real-time collaboration that is transparent, reliable, secure, efficient, and effective in reducing Operations costs while increasing Officer Safety and Citizen Service Delivery. The SOMA Global Platform is in production operations with more than 80 Public Safety agencies with over 20,000 users.</p> <p>The Strax Response Platform and X-Change provide comprehensive Collaboration and Response across multiple Public Safety Agencies and the Public. The Strax platform detects, integrates, analyzes, connects, collaborates, disseminates, and expedites public and private video feeds, CAD data, sensors, panic buttons, building floor plans, response and evacuation plans, and Citizen input through an integrated Workflow and Incident Playback capability. X-Change provides a registry of public and private video cameras, sensors, alarms, data, systems, maps, evacuation routes, and building floorplans. The Strax Response Platform and X-Change provide and disseminate reliable real-time information during a crisis, when every minute counts, and avoids confusion and delays in effective Emergency Response.</p>
62	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Police Departments Fire Departments Jails / Corrections Institutes Emergency Medical Operations Emergency Management Operations Homeland Security</p>

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 checked="" type="radio"/> Yes <input type="radio"/> No	Cloud-based Computer-Aided Dispatch software as a service for Police, Fire, EMS, and Emergency Operations agencies.
64	Records Management Software (RMS)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Cloud-based Records Management Systems for Police, Fire, EMS, Jail / Corrections, and Emergency Operations agencies.
65	Learning Management Software (LMS)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Cloud-based Jail / Corrections Inmate Learning Management and Reporting. Officer, Fireman, EMS Technician and Prison Guard continuing education tracking and reporting.
66	Situational awareness and information management systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Cloud-based Incident, Vehicle, Officer, Fireman, EMS Technician, and Prison Guard location tracking and reporting on a Map-based User Interface. Inmate Transportation Management. Registries of real-time access to public and private video feeds, sensors, alarms, maps, and building floorplans for more effective Crisis Management and Response.
67	Incident command, logging recorder, and evidence, ticketing, or citation management systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Incident, Video and Audio Legal Evidence Management, Video Redaction, Officer Down tracking and reporting, BOLO Alert transmit and receipt tracking, weapon removal from holster tracking and reporting, Inmate tracking, Jail / Corrections Gang Member Separation tracking and reporting.
68	Scheduling workforce management, and billing systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Police, Fire, EMS, Jail / Corrections workforce scheduling and on-duty tracking and reporting. Vehicle and Officer GeoFence zone Entry and Exit Event reporting. Detention Processing, Accounting, and Management. Inmate Telephone Billing Solutions. Arrest Bail Calculations. Calculated Release Dates. Inmate Housing Tracking and Reporting.
69	Application-based alerting or paging systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Be On the Look Out (BOLO) Alert initiation, distribution, tracking, voice text to speech, review date and time audit trail reporting. Detention Alerts. Collect and collaborate across Public Safety agencies to provide more effective regional Crisis Management and Response.
70	Personnel, non-fleet asset, resource, and controlled substance tracking or location solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Officer location and route of travel tracking and reporting, Jail / Corrections substance tracking, physical evidence tracking and chain of custody reporting. Provide real-time tracking and location reporting and status of non-vehicle assets.
71	Other public safety software solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Vehicle Disposition. Inmate Language and Dialect tracking. Bail Conditions reporting. Cash Bail Bond Accounting and Reporting. Inmate Medical Records Management and HIPAA reporting. Inmate Property and Outstanding Warrant Tracking. Inmate Transportation Tracking and Reporting.
72	Related services - installation, training, maintenance, integration, support, data analytics, and customization	<input checked="" type="radio"/> Yes <input type="radio"/> No	Installation, Training, 3rd Party solution data integration, and solution configuration and enhancements as necessary to support the functional capabilities listed above.

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.	<p>The AVailWeb and Ultimate Witness user interface is entirely web-browser based, so there is no local software running on laptops, desktops, tablets, or other local devices. All processing and data storage is performed and managed inside the secure cloud-hosting environment. All legal evidence data is AES-256 encrypted at rest and in transit, and no information is stored in Clear Text. Amazon AWS complies with all relevant NIST Cybersecurity standards. Amazon on an annual basis performs a security review of AVailWeb. AVailWeb complies with all FBI Center for Justice Information Systems (CJIS) security standards.</p> <p>All Utility employees are FBI background-checked and subject to random drug tests at any time as a condition of continued employment. All AVailWeb software as a service design, development, testing, deployment, and support is provided by US citizens from a US Location. No AVailWeb development or support is outsourced to a 3rd Party Provider or non-US location.</p> <p>Likewise SOMA Global and Strax provide very strong security and operate in a secure cloud-based environment that is much less vulnerable to Ransomware and other local on-premise server security, performance, reliability, and continuity of operations risks.</p>
74	Describe your data backup and recovery solutions.	AVailWeb operates in the Amazon AWS .GOV environment, which is separate environment limited to only authorized government agency entities. All data is automatically replicated on a real-time basis across multiple data centers within an Amazon data center region. Amazon AWS data replication provides seamless automatic real-time data access and recovery, thereby providing secure, resilient, and reliable real-time continuous data backup and recovery. Amazon AWS guarantees 99.99999% data availability for all data.
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.	All data and processing is performed in Amazon AWS data centers located in the United States. No services are performed outside the US and Canada. A separate AVailWeb instance can be set up in an Amazon AWS Canadian data center region for processing and data storage for Canadian customers.
76	Describe connectivity, interoperability and integration capabilities between your offered solution(s) and other software systems.	AVailWeb, Ultimate Witness, SOMA Global Hub, and the Strax Response and X-Change cloud-based platforms all provide data interchange and integration with other Computer-Aided Dispatching, Records Management, and other Public Safety local server and cloud-based data storage. "Off the Shelf" interfaces exist for many 3rd party applications and solutions. SOMA Global Mod Builder and Forms provides an easy yet powerful user interface to build integrations, workflows, data entry forms, reports, and data exports as needed for a Public Safety customer. The Strax common operating platform enables real-time multi-agency collaboration for real-time intelligence.
77	Explain your licensing process and the service agreements required of end users.	Licensing is based upon the number of personnel, vehicles, devices, named users, concurrent users, servers, and locations, based upon the method that is easiest to track and manage. The Unit of Measure for each software module or component is identified in the pricing worksheets.
78	Describe your product implementation strategy and any use of installation partners.	All Public Safety Software as a service is deployed and managed by Utility, SOMA Global, and Strax employees. For very large video and communications hardware deployments involving a large number of vehicles, in some instances Utility leverages certified hardware installation partners who specialize in installing electronic equipment in vehicles. Utility audits all installation work, and is responsible for ensuring the quality of all hardware installation, performance, security, and reliability.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 79. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

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

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

- [Financial Strength and Stability](#) - Financial Strength Utility Sourcewell RFP 051321.zip - Thursday May 13, 2021 08:26:25
- [Marketing Plan/Samples](#) - Marketing Plans Samples Utility SOMA Strax Sourcewell RFP 051321.zip - Thursday May 13, 2021 09:37:22
- [WMBE/MBE/SBE or Related Certificates](#) - WMVSBE Utility Outreach Sourcewell RFP 051321.pdf - Thursday May 13, 2021 08:20:47
- [Warranty Information](#) - Warranty Utility Sourcewell RFP 051321.zip - Thursday May 13, 2021 08:19:01
- [Pricing](#) - Pricing Utility SOMA Strax Sourcewell RFP 051321.zip - Thursday May 13, 2021 10:19:52
- Upload Additional Document (optional)

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Michael Nark, Chief Executive Officer, Utility Associates, 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