



Solicitation Number: 030223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Clear Touch Interactive, Inc., 1100 Thousand Oaks Blvd., Greenville, SC 29607 (Supplier).

Sourcewell is a State of Minnesota local government unit 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 eligible 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 Scoreboards, Digital Displays, and Video Boards with Related Services from which Supplier was awarded a contract.

Supplier 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 May 25, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier'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 and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier'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.** Supplier 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, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier'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 extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier'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, Supplier 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. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier 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, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will 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. Supplier 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.

Supplier 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. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier'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 Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. 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 or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. 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 Supplier, 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 negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. 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 not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier 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 Supplier 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 equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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. Supplier 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 Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier 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, sales data reports, performance issues, 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, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity 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 Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier 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. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier 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 Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier 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 Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier 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 to this Contract 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 party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. 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 of this Contract, 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. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier 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, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier'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 their respective subsidiaries, distributors, dealers,

resellers, 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. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. 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. 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 suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

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 Supplier 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. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota 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 by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination 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 Supplier 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 Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the 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, Supplier 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.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this 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 liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier 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, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier 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 Supplier'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 Supplier 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, Supplier 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 Supplier Development 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 Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this 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.** Supplier 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 Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier 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 Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier 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 have additional requirements based on specific funding source terms or conditions. 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 Supplier’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. Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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). Supplier 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

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.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier 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 Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Clear Touch Interactive, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
5/18/2023 | 7:55 PM CDT
Date: _____

DocuSigned by:
Billy Jack Garren
By: 796D4B491311499...
Billy Jack Garren
Title: Implementation Director
5/18/2023 | 3:16 PM CDT
Date: _____

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
5/18/2023 | 8:48 PM CDT
Date: _____

RFP 030223 - Scoreboards, Digital Displays, and Video Boards with Related Services

Vendor Details

Company Name: Clear Touch
Does your company conduct business under any other name? If yes, please state: Clear Digital
Address: 1100 Thousand Oaks Blvd
Greenville, SC 29607
Contact: Billy Garren
Email: billyjack@getcleartouch.com
Phone: 423-337-1804
HST#: 46-4647569

Submission Details

Created On: Friday February 10, 2023 10:20:53
Submitted On: Thursday March 02, 2023 13:05:33
Submitted By: Billy Garren
Email: billyjack@getcleartouch.com
Transaction #: 06d4be96-03d6-4950-a76d-15c831925da1
Submitter's IP Address: 73.204.141.115

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 (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Clear Touch Interactive, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Clear Digital, Clear Power, Clear Logistics
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Clear Touch, Clear Digital, Clear Power, Clear Logistics
4	Provide your CAGE code or Unique Entity Identifier (SAM):	WUD3N12WG4J9
5	Proposer Physical Address:	1100 Thousand Oaks Blvd., Greenville, SC 29607
6	Proposer website address (or addresses):	https://www.getcleartouch.com/
7	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):	Billy Jack Garren, Implementation Director, 1100 Thousand Oaks Blvd., Greenville, SC 29607, bizdev@getcleartouch.com, 864-973-7973
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Billy Jack Garren, Implementation Director, 1100 Thousand Oaks Blvd., Greenville, SC 29607, bizdev@getcleartouch.com, 864-973-7973
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Nancy Ficke, Inside Sales Manager, 1100 Thousand Oaks Blvd., Greenville, SC 29607, nficke@getcleartouch.com, 864-973-7973

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	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>Clear Touch® has turned heads in the tech industry since its founding in 2012. We are a forward-thinking, innovation-minded technology provider that is consistently recognized as one of the fastest-growing companies in the United States. We pride ourselves on providing reliable products and services, industry-leading educational software, seamless support and communication, and professional development opportunities.</p> <p>Clear Touch is 100% American owned and operated. We take immense pride in the quality and reliability of our products and services. We always seek to innovate and evolve our field. We believe in the power of human connection. Our design philosophy centers around a universal design for learning framework. We engineer our products to serve the needs of any student, space, or situation. Our catalog is diverse as it is specific, ensuring that there is something for everyone. From the classroom to the board room, and professional spaces in between, we work with each other and with our customers to achieve that goal.</p> <p>Our words are more than just that. We have tangible evidence to back our claims, starting with an outstanding growth rate of over 495% and less than a 1% DOA rate with our products. Clear Touch also holds a top 5 market share in Interactive Flat Panels in US, and #7 Global. These figures demonstrate the competency of our products and the commitment of our team.</p> <p>Commitment is key with Clear Touch. We believe in the power of people and actively look to build long lasting relationships with our customers. As cited in multiple of our customer case studies, Clear Touch maintains a current 98% Support Line Answer Rate and a 97% positive customer feedback rating.</p> <p>Clear Touch believes in good business. We don't simply leave you hanging after your Clear Touch purchase. We want to help you maximize your investment by offering a wealth of educational resources, workshops, training, and webinars led by our team of former educators.</p> <p>Clear Touch has remained dedicated to innovating and improving our field for over a decade. We live to serve, always listening to the needs of our customers and adapting our methods to support them. Every classroom or workspace seeks to improve, we are here for just that. Our products and services are a step into the future of education and digital collaboration.</p>
11	What are your company's expectations in the event of an award?	<p>We at Clear Touch will be very excited to receive word if we are chosen as a Sourcwell contract vendor. However, we understand that for the program to be able to be considered a success, the Clear Touch team will need to take the lead in the sales process. We will immediately train our sales people to recognize potential Sourcwell opportunities, to give our team a listing of accounts to pursue and to strategize and to close new public institutions in a very short period of time. Our marketing department will produce collateral material to help support these sales efforts. We will track our successes and learn from our losses. Our goal will be to make the new Clear Touch contract a win-win-win for the public institutions, for Sourcwell as well as for us. Our hope is that we will show continued growth in sales during our quarterly business reviews.</p> <p>Clear Touch has also partnered with National Strategies Inc. to help us market and train our 300+ Resellers on Sourcwell and how our customers can use it as a buying vehicle.</p> <p>Last year we also presented at over 100 conferences and we will continue to do this moving forward so we can advertise and promote our Sourcwell Contract as a buying vehicle for our customers.</p>

12	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.	<p>Sourcewell can be confident of the financial stability of Clear Touch. Clear Touch is 100% privately owned and operated with \$0 in debt. Clear Touch has consistently grown year over year and has made the Inc 5000 Fastest growing companies for the last 5 years straight. https://www.inc.com/profile/clear-touch</p> <p>As you can see, Clear Touch was Number 3,746 in the Inc. 5000 Fastest growing companies in 2022 and highlights our being a leading global manufacturer of interactive touch panels and accessories, specializing in signage solutions for education, government and business.</p> <p>Clear Touch has grown during the past three years by 134%. We have appeared in the Inc. 5000 list for the past four years as well as No. 1893 (2021), No. 2979 (2020), No. 856 (2019), No. 490 (2018).</p> <p>The Inc. 5000 Honor Roll ranking recognizes the nation's fastest-growing private companies. We are honored to be a part of this list for a fifth consecutive year, earning Clear Touch a spot on the Inc. 5000 Honor Roll. The magazine displays the Clear Touch name among the most successful and recognizable companies in the country.</p> <p>"It's outstanding timing that we receive this award only days before our 10 year anniversary. Our company has grown at an incredible rate and we are just getting started." – CEO of Clear Touch, Keone Trask</p> <p>To say that the Inc. 5000 list is competitive would be an understatement. Clear Touch has expanded upon its original product line (interactive panels) and has soared to new heights. At this time Clear Touch also offers digital signage solutions, a wealth of accessories, charging/power solutions, and more. This award recognizes the nonstop innovation and hard work of our team. We work tirelessly to provide our customers with top end products and the necessary training that comes with it.</p>
13	What is your US market share for the solutions that you are proposing?	Clear Touch is the 5th largest IFPD provider in the United States. We are the 7th largest IFPD provider in the world but to date, we've only sold our products in the United States.
14	What is your Canadian market share for the solutions that you are proposing?	To date, our focus has been to sell our products in the USA. However, several of our resellers currently have distribution in Canada. Should we be awarded the Sourcewell contract, Clear Touch will work with the Canadian distributors to market our products in that country.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
16	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?	Clear Touch is a Manufacturer. We have a Reseller Channel of 300+ Resellers Nationwide. Clear Touch has Sales Account Managers that assist our Channel in sales but we do not sell direct. We sell on through our Resellers. Clear Touch does also have a Distributor SYNEX Corporation that we use with additional Resellers.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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19

Describe any relevant industry awards or recognition that your company has received in the past five years

Sourcewell wants to work with only the best vendors in every industry to build strong relationships to deliver innovative solutions in an ever changing environment. Clear Touch's goal is to meet and exceed members' expectations by offering products that meet their needs at a competitive discount. We want to become their valuable business partner.

Founded in 2012, Clear Touch® is a forward-thinking technology provider ranked among the top 1,000 companies named to the Inc. 5000 list of the fastest-growing companies two years in a row and recognized as one of South Carolina's 25 Fastest Growing Companies. U.S. owned and operated,

The following are several of the most relevant industry awards or recognition that Clear Touch has received in the past five years:

Clear Touch® is a winner of multiple Tech & Learning Best of Show awards for their innovative products. In 2022, Clear Touch was honored by The International Society for Technology in Education (ISTE), a non-profit organization that focuses on accelerating innovation in education through the smart use of technology in education. Clear Touch won the ISTE Best of Show Awards for both the 8086MAX and the all-new FUZE™ Cart. The 8086MAX is the only interactive panel with magnetic blackboard extensions in the U.S. market. Instruct on the largest stage with 4K Ultra HD integrated display. The most powerful blackboard learning tool to date, the 8086MAX sets a new bar for instructional writing and classroom communication. This device features a crystal clear 4K resolution and an enhanced 2.1 audio integrated soundbar. Please note that The FUZE™ is a part of our brand new Clear Power project that had been unveiled at the show. The FUZE™ Cart is an energizing new charging and device management product dedicated to providing clean and efficient power to workspaces and classrooms that stores and manages up to 30 devices.

In 2022, the Clear Touch 8086MAX won the Tech & Learning Awards of Excellence: Best of 2022 in the Secondary Education category. The awards reward the very best products in the education technology industry from the last 12 months, selecting those that really help to aid education professionals, students and/or teachers. Our product was judged based on its feature set, innovation, perceived value and ease of use, following which it was deemed to be a standout within the sector and selected as a winner.

In 2021, the Ed Tech Breakthrough Awards named Clear Touch as 2021 "Early Childhood Education Solution of the Year" for the 7043XE Interactive Panel and Mini Convertible Stand. The all-in-one early education learning tool is the fastest and most reliable interactive panel on the market paired with a versatile stand that changes the learning experience. The Clear Touch 7043XE Interactive Panel is engineered to fit the needs of all students. The Mini Convertible stand offers fully adjustable height & angle settings, especially in an extra low profile. Consequently this height adjustment makes this product accessible for all K-12 students, especially early learners.

Clear Touch® was also awarded a Silver Stevie® Award in the Sales Growth Achievement of the Year in the 14th annual Stevie Awards for Sales & Customer Service. The awards are presented by the Stevie Awards, which organizes several of the world's leading business awards shows including the prestigious International Business Awards® and the Stevie Awards for Great Employers. More than 2,600 organizations from 48 nations, companies of all sizes and in virtually every industry, were nominated and evaluated in this year's competition. Finalists were determined by the average scores of more than 180 professionals worldwide, working in seven specialized judging committees.

In 2019, Clear Touch® was recognized as one South Carolina's 25 Fastest Growing Companies which marked the second consecutive year that the company was named to this prestigious list, an achievement that highlights the company's impressive 496% growth over the last three years and 2018 revenue of more than \$44 million.

"We're honored to be recognized as one of South Carolina's fastest growing companies," shared Clear Touch® President, Keone Trask. "Earning the distinction two years in a row is especially meaningful, as it speaks not only to the quality of our products but the consistency of our team as well."

Clear Touch was Number 3,746 in the Inc. 5000 Fastest growing companies in 2022 and highlights our being a leading global manufacturer of interactive touch panels and accessories, specializing in signage solutions for education, government and business.

Clear Touch has grown during the past three years by 134%. We have appeared in the Inc. 5000 list for the past four years as well as No. 1893 (2021), No. 2979

		(2020), No. 856 (2019), No. 490 (2018) The Inc. 5000 Honor Roll ranking recognizes the nation's fastest-growing private companies. We are honored to be a part of this list for a fifth consecutive year, earning Clear Touch a spot on the Inc. 5000 Honor Roll. The magazine displays the Clear Touch name among the most successful and recognizable companies in the country. "It's outstanding timing that we receive this award only days before our 10 year anniversary. Our company has grown at an incredible rate and we are just getting started." – CEO of Clear Touch, Keone Trask To say that the Inc. 5000 list is competitive would be an understatement. Clear Touch has expanded upon its original product line (interactive panels) and has soared to new heights. At this time Clear Touch also offers digital signage solutions, a wealth of accessories, charging/power solutions, and more. This award recognizes the nonstop innovation and hard work of our team. We work tirelessly to provide our customers with top end products and the necessary training that comes with it.	
20	What percentage of your sales are to the governmental sector in the past three years	More than 90% of our sales are into Public Schools in the United States.	*
21	What percentage of your sales are to the education sector in the past three years	More than 90% of our sales are into Public Schools in the United States.	*
22	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?	Clear Touch holds contracts with PEPPM, BUYBOARD, USETPA, OGS NYS, FL State Contract, CMAS, TIPS, etc. Clear Touch processes Millions each year through our Reseller Channel and many of them reference or use our contracts as a buying vehicle to streamline the purchasing process for our customers.	*
23	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?	Clear Touch does not currently hold any GSA contracts directly.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Round Rock ISD, TX	Autumn Hebert	512-464-5933	*
Forsyth County Schools, GA	Michael Evans	770-887-2461 ext. 202220	*
Monroe County School District, FL	Joy Nulisch	305.293.1400x53310	*
Cincinnati Public Schools, OH	Steve Kimball	859-393-8480	
Cumberland County Schools, NC	Chris Young	910-678-2549	

Table 5: Top Five Government or Education Customers

Line Item 25. 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 *	
Round Rock ISD	Education	Texas - TX	Outfitted every classroom in the district with 4000 IFPDs, Adjustable Mobile Stands, etc.	\$2,000 - \$200,000	\$6,886,177.00	*
Forsyth County Schools	Education	Georgia - GA	Outfitted every classroom in the district with 4000 IFPDs, Adjustable Mobile Stands, Integrated PCs, etc.	\$2,000 - \$200,000	\$8,382,989.39	*
Hazelwood School District	Education	Missouri - MO	Outfitted every classroom in the district with 1100 IFPDs, Fixed Mobile Stands, Integrated PCs, etc.	\$2,000 - \$200,000	\$3,529,075.00	*
Cumberland County Schools	Education	North Carolina - NC	Outfitted every classroom in the district with 900+ IFPDs, Adjustable Mobile Stands, Integrated PCs, etc.	\$2,000 - \$200,000	\$2,108,750.00	*
Monroe County Schools	Education	Florida - FL	Outfitted remaining 226 classrooms in the district from a prior Clear Touch purchase with our IFPDs, Adjustable Mobile Stands, Integrated PCs, etc.	\$2,000 - \$200,000	\$622,786.41	*

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 *
26	Sales force.	<p>The vision of Clear Touch® is to be the preferred supplier of high capability and ease of use interactive systems and software, together with accessories, equipment, and services that supplement the core sale and enhance the user experience. To achieve our vision, we strive to continuously develop, manufacture, and market innovative high performance interactive systems and services that are defined for their ease-of use and reliability. We do not sell our product directly to end users but rather utilize a team of 300+ resellers that cover the United States and Canada to offer, to sell and to install the complete Clear Touch line of items. We have a rigorous process for finding and retaining the resellers.</p> <p>Clear Touch does have an outside Sales Team, an Insides Sales Team, and a Digital Sales Department that assists our Reseller Channel with selling our products.</p>
27	Dealer network or other distribution methods.	Please see answer to question 26.
28	Service force.	Clear Touch is unique in that as 100% American Owned and Operated, we have our own Tech Support Department based in our Greenville, South Carolina headquarters. We also have a Professional Development Team that is spread out across the United States to support our customers onsite and online. Our Reseller Channel also assists our customers from an installation and local support standpoint.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The ordering process for end users is very easy. Interested parties who want to purchase any of the Clear Touch items can do so in two ways: Contact their local Representative by calling (864) 973-7973 Visiting the "Purchase" page on our website and filling out a form.
30	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.	For quick support, end users can submit a ticket, chat on our website, or call (864) 643-5045.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Through our network of 300+ resellers, we are able to handle every geographic area in the United States.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	While we currently do not serve Canada, should Clear Touch be awarded the Sourcewell contract, we have resellers in that country that are able to pursue new opportunities.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Through our network of 300+ resellers, we are able to handle every geographic area in the United States. While we currently do not serve Canada, should Clear Touch be awarded the Sourcewell contract, we will work to find resellers in that country to pursue new opportunities.
34	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?	Clear Touch will be able to serve all Sourcewell participating entity sectors- government, education and not-for-profit..
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A.

Table 7: Marketing Plan

Line Item	Question	Response *
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36	<p>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>	<p>We at Clear Touch will be very excited to receive word if we are chosen as a Sourcewell contract vendor. However, we understand that for the program to be able to be considered a success, the Clear Touch team will need to take the lead in the sales process. We will immediately train our sales people and our 300+ resellers to recognize potential Sourcewell opportunities, to give our team a listing of accounts to pursue, to strategize and to close new public institutions in a very short period of time.</p> <p>Our marketing department will produce collateral material to help support these sales efforts. We will track our successes and learn from our losses. Our goal will be to make the new Clear Touch contract a win-win-win for the public institutions, for Sourcewell as well as for us. Our hope is that we will show continued growth in sales during our quarterly business reviews.</p> <p>Through the Clear Touch public relations team upon award of the contract we will announce the contract through our media campaign, highlight on our website as well as feature in our regular communications package to our government, education, non-profit customers. We will also promote via social media to generate increased buzz in the industry.</p> <p>Upon award of the new Sourcewell Scoreboards, Digital Displays, and Video Boards with Related Services contract, Clear Touch will work with National Strategies Inc. (NSI) to help implement the agreement, answer any questions that might arise and serve as a general information resource.</p> <p>National Strategies (NSI) is a U.S. state and local government consulting firm that helps organizations create opportunities and solve problems to focus on sales, organizational development, business development and procurement related activities.</p> <p>NSI will strategize with the Clear Touch team to develop marketing materials that will help the company to land new accounts quickly. NSI will also assist in the training of the sales force initially after award as well as for the life of the contract when new reps are hired.</p> <p>National Strategies Inc. has a nationwide network of more than 2,500 state and local consultants, covering all 50 states, any municipality with a population of over 50,000, the largest 100 school districts, public higher education, and various public authorities - such as utilities, transit, and airports. These top state and local consultants provide Clear Touch with strong on-the-ground relationships, real-time insight and a unique understanding of the dynamics and inner workings of their local governments and state agencies. Our plan is to have the consultants offer an introduction to selected Sourcewell members for the Clear Touch sales representatives throughout the United States. In addition, a separate NSI network exists in Canada and will perform a similar role. The goal will be to reach a large majority of the Sourcewell entities in a relatively short period of time so that Clear Touch can greatly increase their sales in these government markets shortly after contract award.</p> <p>Also as part of the marketing process, NSI will work with Clear Touch to strategize the trade shows where Sourcewell members will be in attendance. These may include NIGP (National Institute of Governmental Procurement, Inc.), NASPO (National Association of State Procurement Officials), NAEP (National Association of Educational Procurement), ASBO (Association of School Business Officials International), and AASHE (The Association for the Advancement of Sustainability in Higher Education.) We will also assist in evaluating which of these events should be attended nationally, regionally, as well as locally, offer booth design ideas and messaging, and suggest giveaway items. Last year we also presented at over 100 conferences and we will continue to do this moving forward so we can advertise and promote our Sourcewell Contract as a buying vehicle for our customers.</p> <p>In addition, Clear Touch will produce monthly emails highlighting the Sourcewell contract to our existing and potential end user base of clients. We will include a QR code to connect them to our agreement landing page.</p> <p>Upon award of the contract the Clear Touch Public Relations team will announce the contract through our media campaign, highlight on our website as well as feature in our regular communications package to our government, education, non-profit customers. We will also promote via social media to generate increased buzz in the industry.</p> <p>We will maintain a close ongoing relationship with our Sourcewell team, informing them as to our progress in monthly meetings. Clear Touch will also host quarterly business reviews either in Staples, Minnesota or at our corporate headquarters in Greenville, South Carolina that will analyze revenue, trends, and future opportunities in the marketplace.</p>
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37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Communication is vastly different in 2023 than it was even when Clear Touch was founded in 2012. We are experts in working with social media and will feature the Sourcewell agreement on Twitter, LinkedIn, and Facebook. Clear Touch will also encourage our employees as well as our 300+ resellers to highlight the new initiatives with Sourcewell as well as the benefits to the governmental entities. We will also share our new accounts as they occur-with their permission of course.	*
38	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>Three words best describe what we believe the role that Sourcewell will play in promoting contracts that arise out of this RFP- Communication, Training and Mentorship. Here is an explanation of each:</p> <p>Communication- We know that following the award of the contract, Sourcewell will announce to all 55,000+ members located in the United States and Canada the information about the new contract and the vendors. We believe that this notification is the most read email that Sourcewell distributes. Clear Touch also knows that our agreement information will appear on the Sourcewell website. We will assist and provide the needed material to Sourcewell for this site very quickly. Also, as part of our marketing program we want to work with Sourcewell to include Clear Touch in the former's awareness campaigns at national and regional trade show events.</p> <p>Training- Sourcewell has a dedicated training to inaugurate new vendors into the program. Clear Touch looks forward to attending those sessions and commits to working with Sourcewell to get our contract details on your site quickly. Our team will be eager students to learn how best to market to your members. Our goal will be to begin selling the contract very quickly after award.</p> <p>Mentorship- Sourcewell's revenue has increased more than 10-fold during the past decade. We want to learn from you strategies to increase our success in these markets through the Sourcewell program. We look forward to working with you.</p>	*
39	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.	N/A.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	<p>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>	<p>The Clear Touch Implementation team is comprised of former educators and technicians with a combined 100+ years of teaching experience. We understand the benefits of using new technology in the classroom and want to help you integrate it into your pedagogy and instructional design.</p> <p>We offer the following standard Professional Development Courses</p> <p>Premium PD Package</p> <p>3-Day Onsite Certified Trainer Workshop (Recommend 2 people per site to be the building CT Instructional Experts)</p> <p>2-Day Onsite Creating Content Workshop (Recommend 2 people per site to be the building CT Instructional Experts)</p> <p>2-Day Technical Certification Workshop (Designed for the IT Department personnel)</p> <p>Virtual 90 Minute Workshops:</p> <p>1 for Command</p> <p>1 Teacher Session</p> <p>4 Check-Ins with Trainers</p> <p>Course Objectives</p> <p>Understand essential panel operation and hardware basics</p> <p>Learn to use the panel to access and deliver existing content</p> <p>Preview Clear Touch® software solutions</p> <p>Professional Development Courses- Standard</p> <p>2-Day Onsite Train the Trainer</p> <p>2-Day Onsite Creating Content</p> <p>Virtual 90 Minute Technical Session</p> <p>Virtual 90 Minute Teacher Session</p> <p>Course Objectives</p> <p>Practice skills using customized session content</p> <p>Discuss ideas for classroom integration</p> <p>Learn tips for student-centered learning activities</p> <p>Professional Development Courses-Basic</p> <p>2 Days Onsite</p> <p>Virtual 90 Minute Technical Session</p> <p>Virtual 90 Minute Teacher Session</p> <p>Course Objectives</p> <p>Understand hardware and panel operation</p> <p>Develop in-depth knowledge of software solutions</p> <p>Professional Development Workshop Menu</p> <p>Trainer Certification Workshop (3 Days)</p> <p>Proven method for key staff members to become product experts who can provide ongoing support within an organization</p> <p>This session helps build sustainability within your organization</p> <p>In-depth instruction on hardware and software solutions</p> <p>Optional certification for attendees.</p> <p>Day 1 Practice: Focus on hardware and software</p> <p>Day 2 Collaborate: Custom professional development</p> <p>Day 3 Create: Teach-back exercises & lesson creation</p> <p>*15 attendees max, same group for all 3 days</p> <p>Trainer the Trainer Workshop (2 Days)</p> <p>Proven method for key staff members to become product experts who can provide ongoing support within districts</p> <p>This session helps build sustainability within your organization</p> <p>In-depth instruction on hardware and software solutions</p> <p>Day 1: Focus on hardware and software</p> <p>Day 2: Custom professional development</p> <p>*15 attendees max, same group for both days</p> <p>Introduction to Clear Touch (2 Days)</p> <p>Day 1: Panel Hardware, Collage, Snowflake</p> <p>Day 2: Snow.Live and Practice</p> <p>Introduction to Clear Touch (1 Day)</p> <p>Day 1: Panel Hardware, Collage, Snowflake, and introduction to Snow.Live</p> <p>Technical Certification Workshop (2 Days)</p> <p>This session is for districts where panels are being managed in a central location. It is also for resellers who want a staff member to have technical certification.</p> <p>*5 attendees max</p>
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41	Describe any technological advances that your proposed products or services offer.	Clear Touch Has A New Warehouse! 2021 was a very challenging year on many fronts for all of us. However, customers depend on us to deliver our products in a timely and reliable fashion. When global supply chain disruptions affected the educational technology market in a heavy way, we pivoted in a direction for the better and built a sustainable solution. As the demand for our products grows, so must our manufacturing and supply. That's why we are introducing the new Clear Touch Warehouse! We are more than excited to crush 2022 and beyond, doubling down on innovations with our product designs and quantity. And we are truly excited to get Clear Touch products into more and more schools and offices. We firmly believe in our ability to enhance digital collaboration and learning techniques. This new warehouse is just another step towards our goal. We have worked hard to find a solution for supply chain issues and stacked our arsenal with a collection of products that are ready to bolster classrooms and workspaces everywhere.	*
42	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.	N/A.	*
43	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.	UL Listed.	*
44	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.	Clear Touch does not hold any WMBE, SBE, or veteran-owned business certifications. Many of our 300+ resellers who work with us do qualify.	*
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>What sets Clear Touch Interactive Displays Apart?</p> <p>Clear Touch Interactive displays feature multi-touch capabilities and Ultra HD resolution on par with the most advanced displays on the market. They are also backed by impressive warranties and an unparalleled level of support. High quality, low maintenance- that's the Clear Touch difference.</p> <p>Multit-Touch Technology- Our panels support 20 points of simultaneous touch on all applications and 10 points of writing on all applications.</p> <p>Ultra HD Resolution- Our panels boast a crisp, clear image that will never leave you second-guessing your eyes.</p> <p>Customization & Accessories- With PC modules, mobile stands, and other accessories, we can make your panel work for you and your space.</p> <p>U.S. Owned & Operated- Our Headquarters is based in Greenville, South Carolina. Our entire team is located in the United States, but we operate world-wide.</p> <p>Energy Efficient-With no bulbs, Clear Touch panels have a lower consumption rate and longer service life than most similar systems.</p> <p>Better Warranties & Support- Between complimentary multi-year warranties, phone support, online chat, tutorials, and on-site visits, we've got you and your technology covered.</p> <p>Integrated Software- We reduce the overall cost of ownership by offering bundled software that doesn't require ongoing licensing fees.</p> <p>Exceptional Value- With longer lifespans and fewer maintenance costs than projectors, our panels make your investment a no brainer.</p>	*

Table 9: Warranty

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Yes our warranties cover all products, parts and labor.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, our warranties do not impose usage restrictions or other limitations that adversely affect coverage.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes- our warranties cover the expense of technicians' travel time and mileage to perform warranty repairs.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. Our 300+ Reseller Partners assist us with providing local warranty support.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We are only responding to Sourcewell with our own Clear Touch products that we warranty.
51	What are your proposed exchange and return programs and policies?	<p>Limitation of Liability: Unless otherwise required by applicable law, Clear Touch's maximum liability under or in connection with these terms and conditions or for any warranty claim shall be limited to reimbursement of the costs paid by Reseller to Clear Touch for the IFP or accessory product that has failed, pro-rated as below:</p> <p>Year one (31 to 365 calendar days from installation date): 60%</p> <p>Year two (366 to 730 calendar days from installation date): 40%</p> <p>Year three (731 to 1095 calendar days from installation date): 30%</p> <p>Year four* (1096 to 1460 calendar days from installation date): 20%</p> <p>Year five* (1461 to 1827 calendar days from installation date): 10%</p> <p>Year six and seven* (1828 to 2557 calendar days from installation date): 5%</p> <p>*Extended Warranty is required. See attached warranty statement.</p>
52	Describe any service contract options for the items included in your proposal.	<p>For years 1-2 of extended warranties, once the issue is determined to be hardware, the Interactive Flat Panel/product will need to be shipped back to Clear Touch's repair depot. Address and shipping details will be covered inside the support ticket. Clear Touch will cover all shipping arrangements and costs for Ship to Repair units.</p> <p>For years 3-4 of further extended warranties, replacement parts will be provided to the end user once the issue is determined to be hardware based. Clear Touch agrees to arrange and pay for shipment of the aforementioned parts and provide remote assistance to the end user with installation of said parts.</p> <p>See attached warranty statement.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	We accept purchase orders and all major credit cards. We can also provide financing at checkout for qualifying purchases through Clear Touch Capital (please see answer to question 54.)
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Clear Touch Interactive®, an American-owned and operated company headquartered in South Carolina and a leading provider of multi-touch interactive flat panels for education, business and government, recently announced the launch of Clear Touch Capital™, a new suite of financial products for Clear Touch customers. Through Clear Touch Capital, customers have options including fixed-payment, fixed loans and lease structures. In addition to taxable loans and operational leases, Clear Touch finances tax-exempt municipal loans, making Clear Touch a single stop for interactive flat panel solutions and financing for schools, school districts, businesses and nonprofit organizations.</p> <p>Loan terms start at 24 months, and also allow for skipped payments and seasonal payments so customers can match repayment plans to fiscal year constraints.</p> <p>Clear Touch Capital also allows customers the ability to finance directly for interactive flat panels and accessories (such as stands and PC modules), as well as roll up other critical related components of their investment including installation, setup, training and hardware/software upgrades. Qualified customers receive a streamlined credit evaluation and approval phase (2-3 business days) and an expedited approval-to-funded phase (5-7 business days).</p> <p>“The launch of Clear Touch Capital was in response to our customers expressing the need for an education-friendly funding mechanism to make critical investments into classroom technology without sacrificing other budget needs,” said Keone Trask, president of Clear Touch Interactive®. “This positions us extremely competitively as a leading single-source partner with educators and administrators across the country to advance learning environments and help students and teachers interact differently in the 21st century.”</p> <p>The launch also aggressively positions the company in the small- to mid-size business market. “Every business is different, and every business is constantly juggling decisions for investing into technology with current and future cash flow and capital needs. Clear Touch Capital allows us to craft custom solutions small business and classrooms both deserve.”</p>
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>All sales go through our Resellers and they follow our terms and conditions in our Authorized Partner Agreement.</p> <p>Please note our Sourcwell price list reflects costs for open account or cash transactions payments only. All other transactions will result in a 3% convenience surcharge.</p>
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	We accept purchase orders and all major credit cards. With respect to the latter there will be a 3% convenience surcharge added to the cost.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Clear Touch will offer a 5% Discount from Manufacturer Suggested Retail Price for all purchases made through theSourcwell contract.
58	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.	Clear Touch will offer a 5% Discount off MSRP for all purchases made through the Sourcwell contact.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Clear Touch will offer a 5% Discount from Manufacturer Suggested Retail Price for all purchases made through theSourcwell contract. Clear Touch will use this pricing method as our standard program. Should the need arise we reserve the right to go below this ceiling price to meet the needs of a customer. We will not go about this pricing.
60	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.	If requested, we can provide a quote through Sourcwell not to exceed our 5% discount off MSRP.
61	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.	Our Reseller Partners may charge for installation. Their quotes can be requested directly through them based on the specific job requirements.
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, and handling fees are not included in our pricing as they vary based on quantity and location. Freight companies may often charge additional fees for lift gates and inside delivery.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, delivery, and handling fees are not included in our pricing as they vary based on quantity and location. Freight companies may often charge additional fees for lift gates and inside delivery.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Clear Touch has started a sister company named Clear Logistics to address many of the shipping hurdles created since COVID. As a result, we can provide a white glove service for shipping and delivery of Clear Touch, Clear Digital, and Clear Power products through Clear Logistics.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	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 *
66	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. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	If awarded, Clear Touch will require our Resellers to send us a quarterly sales report for all sales done through Sourcewell. We will also require all our Resellers to reference Sourcewell on their Purchase Orders that submit to us when they use the Sourcewell Contract. *
67	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.	Our internal metric is by pure sales volume. We will be investing a lot of time, effort and money into the Sourcewell contract and we expect to generate millions of dollars in combined revenue as a result beginning in Year 1 of the agreement. *
68	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>ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.</p> <p>The administrative fee referenced in this Section shall be calculated as a percentage of Net Sales (defined below) as follows:</p> <p>Unless otherwise mutually agreed to in writing by Sourcewell and Clear Touch, and except as stated below, Clear Touch will pay Sourcewell an administrative fee of one and half percent (1.5%) of the Members' aggregate Net Sales during each calendar quarter, which have been timely paid, to be paid within forty five (45) days after the end of each calendar quarter.</p> <p>Net Sales. Net Sales will be defined as the gross sales price of the applicable products sold pursuant to this Contract, less shipping costs (including freight charges and insurance), taxes, duties, any rebates actually paid, discounts and allowances actually taken, rejections and returns to the extent credit is given or paid.</p> <p>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.</p>

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Clear Touch is responding to this RFP with our Interactive Flat Panel Displays, Direct VUE LED Video Walls, Video Wall Installation Services, Scoreboard Software, Digital Signage, Mobile Digital Signage, and Professional Development. *
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Clear Touch subcategories consist of Interactive Flat Panel Displays, Non-Interactive Displays, Video Walls, Digital Signage, Integrated Computers, Accessories, Mobile Stands/Mounts, Professional Services, and Extended Warranty. *

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
71	Scoreboards, sports displays, scorer's tables, controllers and timing systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Indoor Direct VUE Video Wall for a modern scoreboard with the ability to play ads, videos, score, etc in conjunction with our Scoreboard software.
72	Digital Displays, LED Video displays	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer Interactive and Non-Interactive Displays that have mirroring capabilities and remote management with digital signage capabilities built in. We also offer Mobile Digital Signage with a built in battery so the digital display can be rolled wherever it is needed.
73	Video boards	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer Direct VUE Video Walls that range from 138" up to 220". We offer Interactive Flat Panel Displays that range from 43" up to 86." Our Non-Interactive range from 55" to 75." Our Mobile Digital Signage comes in a 40" portrait size.
74	Message centers, marquees, concourse displays, transportation displays	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer Direct VUE Video Walls that range from 138" up to 220". We offer Interactive Flat Panel Displays that range from 43" up to 86." Our Non-Interactive range from 55" to 75." Our Mobile Digital Signage comes in a 40" portrait size.
75	Related and complementary offering of integrated audio or sound systems and related accessories and supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	All of our digital signage has built in speakers. We also offer additional audio accessories.
76	Technology integration, software, design, project management and installation related and complementary to the offering of solutions above in #71-74	<input checked="" type="radio"/> Yes <input type="radio"/> No	Clear Touch provides software with our hardware. Our Reseller Partners often do the installation, project management, and technology integration. We also offer some installation for our direct VUE LED wall and professional development.

Table 15: Industry Specific Questions

Line Item	Question	Response *
77	Describe any reliability or durability testing on the equipment or products included in your proposal and results if applicable.	Clear Touch conducts a series of tests on our products in the factory. In addition to our own in-house testing, we also go through UL Testing and Certifications.
78	Elaborate on design-build capabilities or services offered by your firm related to the equipment or products included in your proposal.	Clear Touch does offer site survey and install services for our Direct VUE LED Video Walls. We also offer Professional Development on our hardware and our software.
79	Describe any sponsorship, promotional, or revenue-generating attributes of the equipment or products included in your proposal and identify any support or training available to customers related to implementation of those solutions.	All of our digital signage offerings are capable of rotating ads on them to generate revenue. Specifically, Clear Touch markets how our customers can use ads on our Video Walls in our Scoreboard software as this is a frequent use in indoor gymnasiums. We have a Professional Development team that is dedicated to assisting our customers with increasing their return on investment to maximize the potential of the Clear Touch solutions purchased.
80	Describe the functionality of your equipment or products in integrating with public alert system or applications (automated weather, emergency, public safety notifications, etc.)	Clear Touch has specifically developed an API in our Command Software that comes included with all our of our Digital Signage solutions to talk to emergency management systems so that emergency messages can be displayed on our displays.

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

Line Item 81. NOTICE: To identify any exception, or to request any modification, to the Sourcwell 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 Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
N/A.	N/A.	N/A.

Documents

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

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- Documents should NOT have a security password, as Sourcwell 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 Sourcwell.
- Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
- If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Clear Touch - Sourcwell Pricing 03012023 FINAL.pdf - Tuesday February 28, 2023 08:15:16
 - [Financial Strength and Stability](#) - Clear Touch Financial Strength and Stability.pdf - Thursday March 02, 2023 13:00:47
 - [Marketing Plan/Samples](#) - Sourcwell Marketing Plan.pdf - Thursday March 02, 2023 09:36:42
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Clear Touch and Clear Digital Warranty Information.pdf - Thursday March 02, 2023 09:59:45
 - [Standard Transaction Document Samples](#) - Standard Transaction Document Sample.pdf - Thursday March 02, 2023 09:28:21
 - [Upload Additional Document](#) - Clear Touch Education Buyers Guide.pdf - Thursday March 02, 2023 13:03:15

Addenda, Terms and Conditions

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. - Billy Garren, Implementation Director, Clear Touch Interactive, 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_2_Scoreboards_RFP_030223 Thu January 19 2023 02:03 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Scoreboards_RFP_030223 Thu January 12 2023 11:26 AM	<input checked="" type="checkbox"/>	1