

**Solicitation Number: 101223****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Cardinal Peak Technologies, LLC, 1380 Forest Park Circle, Suite 100, Lafayette, CO 80026 (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 Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories 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.

**EXPIRATION DATE AND EXTENSION.** This Contract expires December 15, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **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 Change 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 Sourcwell for this Contract and must provide prompt notice to Sourcwell 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 Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the 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 Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell 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 Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell 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 Sourcwell 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

Cardinal Peak Technologies, LLC

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 2/2/2024 | 6:27 AM CST

DocuSigned by:  
*Heidi Wells*  
By: 2C2F2D5F481C4B5...  
Heidi Wells  
Title: Director of Channel Sales  
Date: 2/1/2024 | 10:28 PM CST

Approved:

DocuSigned by:  
*Chad Coquette*  
By: 48BAF71B0894454...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 2/2/2024 | 6:38 AM CST

# RFP 101223 - Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

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## Vendor Details

Company Name: Cardinal Peak Technologies

Does your company conduct business under any other name? If yes, please state: CO

Address: 1380 Forest Park Circle  
Ste. 100  
Lafayette, CO 80026

Contact: Tammy Barham

Email: sales@casecracker.com

Phone: 303-898-9231

Fax: 720-442-7078

HST#: 27-2714380

## Submission Details

Created On: Tuesday September 19, 2023 10:27:34

Submitted On: Wednesday October 11, 2023 20:22:37

Submitted By: Tammy Barham

Email: sales@casecracker.com

Transaction #: 30762fdb-bc9f-4cea-86dc-8c73d9bd58ae

Submitter's IP Address: 73.153.46.27

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## 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")	Cardinal Peak Technologies, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	CaseCracker
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 70R62 SAM: FGRVMSE4CKB1
5	Proposer Physical Address:	1380 Forest Park Circle, Ste. 100 Lafayette, CO 80026
6	Proposer website address (or addresses):	casecracker.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):	Heidi Wells, Director of Channel Sales 1380 Forest Park Circle, Ste. 100 Lafayette, CO 80026 heidi@casecracker.com (720) 635-3671
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Heidi Wells, Director of Channel Sales 1380 Forest Park Circle, Ste. 100 Lafayette, CO 80026 heidi@casecracker.com (720) 635-3671
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tammy Barham, Sales and Marketing Coordinator 1380 Forest Park Circle, Ste. 100 Lafayette, CO 80026 tammy@casecracker.com (303)898-9231

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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>Company Overview</p> <p>Cardinal Peak Technologies is the developer of the CaseCracker Interview Management System, the industry-leading solution for the recording of custodial interviews for law enforcement. CaseCracker has been adopted by over 2400 agencies worldwide, including local police and sheriff departments, state agencies, and several large Federal agencies such as The Federal Bureau of Investigation, US Naval Criminal Investigative Service, US Coast Guard Investigative Service, Drug Enforcement Administration, and the US Army Criminal Investigation Command. Cardinal Peak is structured as two LLCs under common ownership, with combined gross revenue of over \$20M in 2022. The sister company of Cardinal Peak Technologies, Cardinal Peak LLC, is a 100+person R&amp;D engineering services company that develops video and "internet-of-things" products for customers such as Pelco/Schneider Electric, Ball Aerospace, the US Navy, VBrick, Samsung, Qualcomm, Echostar, DirecTV, Comcast, and Time Warner Cable.</p>

Both Cardinal Peak companies have deep video engineering expertise. Cardinal Peak has designed numerous video products for security, military, and entertainment applications. Cardinal Peak's two founders, Mike Perkins, Ph.D., and Howdy Pierce, are well known in the video industry, with engineering experience dating back to the early 1990s. Dr. Perkins was a key member of the committee that drafted the MPEG-2 video compression standard, and Mr. Pierce did early work designing the digital video networks used by DISH Networks, DirecTV, and other digital cable operators. Bill Helms, CPT's Senior Development Engineer, is the Inventor/Co-inventor of over 35 US patents in the areas of security, communication networks, user interface, and video processing over the last three decades. He has also been a member of multiple teams/projects that received Technical Emmy awards in the areas of real-time digital video encoding and distribution.

#### Past Performance and Product History

Within a few years of its 2004 introduction, CaseCracker was granted sole source justification as the interview recording solution for Naval Criminal Investigative Service (NCIS) after an extensive pilot test of various solutions on the market. Shortly after the first unit shipped to an NCIS location, Army CID selected CaseCracker and subsequently mandated that previously purchased competitive products be replaced with CaseCracker as they age out of use. To date, Army CID is our largest agency, with over 460 CaseCracker systems in use. The FBI VSU selected CaseCracker as a sole source product for their agency after CC won an RFI pilot competing with 17 other companies and is currently in use in over 250 FBI field offices.

CaseCracker was originally developed to support state and local law enforcement agencies that often operate in a cost-constrained budgetary environment with little to no IT support and a historically poor networking infrastructure. These criteria initially made CaseCracker a desirable choice: No network connection was required for operation, and each CaseCracker appliance would reliably and securely record and store sensitive interrogations. Over time, certain networking features were added to CaseCracker, including the ability to view and search both live interviews and stored recordings over the local area network, but the product was still fundamentally appliance focused.

In recent years, the network infrastructure of law enforcement agencies has dramatically improved, making it possible to envision a central online repository for all interview recordings and thus eliminate the need for evidentiary DVDs. Simultaneously there is increasing demand for mobile recording solutions based on smartphones and tablets.

As a result of these trends, in late 2014 we began planning a next-generation, network-based offering: CaseCracker Onyx. Based on face-to-face feedback from our other large customers, CaseCracker Onyx is targeted squarely at enterprise law enforcement agencies, which have multiple locations, large numbers of users, and demanding requirements for security and reliability. The first version of CaseCracker Onyx was released in the spring of 2017. The remainder of this section provides a product and go-to-market overview.

CPT is the developer and manufacturer of the CCO Interview Recording Management Solution (IRMS), the industry-leading solutions for the recording of custodial interviews for law enforcement. CPT provides a state-of-the-art IRMS. CPT always works with local certified and vetted Channel Partners to provide two tiers of service and support for the client, as well as installation of the solutions.

CPT has successfully installed CaseCracker interview room solutions for local law enforcement agencies throughout the United States and Canada for over 23 years. CPT's extensive partnerships offer customers the unique advantage of having the Channel Partner / installer located nearby and often in their own communities.

CCO IRMS will meet and exceed the criteria required by Sourcewell to provide fixed room and mobile field interview recording solutions for potential customers. The CCO solution is designed for all law enforcement agencies, from large 10+ room departments to small one room agencies.

The CCO IRMS includes the ability to capture, record, store, catalog, preserve, secure, and share interviews (in accordance with access privileges), and permit live monitoring and later viewing (playback) of recorded interactions between interviewers and interviewees.

This solution provides synchronized high-quality audio and video with customized metadata, time stamping, bookmarks and cataloging both before, during, and post interview.

In addition, the CCO IRMS exports interviews for creation of portable media for evidence and provides the ability to export data and associated metadata in an

		<p>industry standard format to local or networked storage locations. Furthermore, the CCO File Viewer offers the opportunity to essentially download a piece of the software interface for remote or local note taking and review. Of course, all exports are already in non-proprietary formats and can be viewed using COTS media viewers with no additional software.</p> <p>CCO IRMS ensures evidence integrity across all elements of the system. CPT recognizes the customers' goal of mission success when criminal prosecutions require accurate, original recordings for introduction into court proceedings and delivers solutions that surpass expectations.</p> <p>Cardinal Peak Technologies is committed to providing quality products and services. We believe in a "customer for life" philosophy and have built loyalty programs that have resulted in 3rd and 4th generation customers. We also provide unparalleled customer service and have an impeccable track record. The law enforcement industry sector is a word of mouth business and we are proud to have excellent references within that community.</p>	
11	What are your company's expectations in the event of an award?	If awarded a contract, Cardinal Peak Technologies (CPT) will work to expedite the execution of the contract. Once we have a final contract in place, CPT will promote the Sourcwell purchasing platform on our website, with all our resellers via an educational webinar and in any direct sales presentation. We believe that having a nationwide procurement option that allows state and local agencies to avoid lengthy bid processes will be an advantage for CPT, our resellers, and the end users.	*
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.	CPT is a 23-year-old privately held company with no debt. CPT has never been financed by any loans. Cardinal Peak is structured as two LLCs under common ownership, with combined gross revenue of over \$20M in 2022. The sister company of Cardinal Peak Technologies, Cardinal Peak LLC, is a 100+person R&D engineering services company. While we will not share internal financial statements, CPT has a history of 20% growth year over year. Please see the Financial document upload section for our Dun and Bradstreet Rating and a bank statement demonstrating adequate liquidity.	*
13	What is your US market share for the solutions that you are proposing?	CPT holds roughly 12% of the US market share, based on the All Law database that estimates the number of law enforcement agencies of the United States.	*
14	What is your Canadian market share for the solutions that you are proposing?	We have approximately 1% of the Canadian market. In 2022 we began to market in Canada with attendance at two major trade shows annually.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	N/A. Cardinal Peak has never petitioned for bankruptcy protection.	*
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?	a) N/A  b) CPT is a manufacturer of interview room solutions and provides long-term warranties on all equipment and software support. CPT works closely with vetted and long-term Channel Partners to ensure our end users have both local installation and ongoing manufacturer support direct from CPT. We have developed a network of integrators who are taken through an extensive on-boarding process to ensure a deep understanding of both the installation process and our software solution. Many have over a decade of experience selling and installing CaseCracker solutions. They are rigorously tested and supplied with ongoing training via quarterly Channel Partner webinars, monthly calls, and a formalized annual review process. We co-sell with them providing prospect webinar demonstrations, in person co-selling opportunities, and co-exhibit at upwards of 20 trade shows annually.	*
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. We do not hold any licenses or certifications and are not required to hold any.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A. We have not had any negative suspension or debarment information applied to us in the history of the company.	*



**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	CPT has not won any relevant awards in the past 5 years but we employ several engineers that have previously won awards and been recognized in the audio/video industry as described in Table 2 Question 10 Company Overview section.
20	What percentage of your sales are to the governmental sector in the past three years	<p>95% of our sales are to the government sector. We sell to both federal agencies and state/local. We listed our largest federal customers in Table 5 #25 so we added our top 5 state and local customers here.</p> <p>Our top five state and local agencies, scope of work, transaction size, and dollar volume are:</p> <ol style="list-style-type: none"> <li>1. Royal Barbados Police Service - 13 Slate rooms, 20 Onyx rooms. Transaction size \$25,000 - 50,000. Total 3 years \$160,000+.</li> <li>2. Prince William County PD VA - 9 Slate rooms, 17 Onyx rooms. Transaction size \$35,000 - 60,000. Total 3 years \$158,000+.</li> <li>3. Monmouth County Prosecutor's Office NJ - 3rd Gen. 16 Onyx rooms. Transaction size \$15,000 - 75,000. Total 3 years \$156,000+</li> <li>4. Alexandria PD VA - 2nd Gen. 11 Onyx rooms. Transaction size \$25,000 - 100,000+. Total 3 years \$155,000+.</li> <li>5. Altoona PD IA - 13 Onyx rooms. Transaction size \$20,000 - 75,000. Total 3 years \$150,000+.</li> </ol>
21	What percentage of your sales are to the education sector in the past three years	About 5% of our sales are to the education sector which includes learning hospitals, and higher education. We also sell to Child Advocacy Centers across 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?	Because CPT sells solely through approved Channel Partners, we as the manufacturer do not hold any contracts. Many of our resellers however do hold and list CaseCracker on their state contracts. We do not have specific sales volume numbers as we do not require our Channel Partners to share that information with CPT.
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?	Because CPT sells solely through approved Channel Partners, we as the manufacturer do not hold any contracts and do not have access to sales volume information. Our resellers do participate in various purchasing vehicles, including a full product listing on GSA, NASA SEWP, Unison Marketplace, and others. Channel Partners are not required (except for GSA) to share their purchasing vehicles with CPT.

**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 *
Prince William County PD VA	Tom Pulaski, Admin Div Chief tpulaski@pwcgov.org	(703) 792-6671
Alexandria PD VA	Gregg Ladislaw, Captain gregg.ladislaw@alexandriava.gov	(703) 746-6253
Monmouth County Prosecutor's Office NJ	Paul Butkoff, Captain pbutkoff@co.monmouth.nj.us	(732) 431-7160

**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 *
Dept of Defense #1 United States, VA HQ	Government	Virginia - VA	CaseCracker is the recording solution of choice and sole source provider for this agency which has been a CPT customer since 2008.	There are approximately 600 CaseCracker rooms in use with approximately 300 rooms purchased in the past 3 years.	In excess of \$1.2M
Dept of Defense #2 United States,VA HQ	Government	Virginia - VA	CaseCracker is the recording solution of choice for this agency.	Over 130 CaseCracker rooms are currently in use.	Approximately \$1M
Dept of Defense #3 United States,VA HQ	Government	Virginia - VA	CaseCracker is the majority solution and was first purchased in 2012 .	To date, this agency has over 95 CaseCracker solutions purchased total.	In excess of \$270,000
Dept of Justice #4, United States, VA HQ	Government	Virginia - VA	CaseCracker is the recording solution of choice and sole source provider for this agency which has been a CPT customer since 2017.	Approximately 250 CaseCracker rooms currently in use.	Approximately \$580,000
Dept of Justice #5, United States, VA HQ	Government	Virginia - VA	Purchased their first CaseCracker system in 2017. They continue to expand their business with CPT.	28 CaseCracker solutions currently in use.	In Excess of \$300,000

**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>CP and CPT employ roughly 110 people based in Lafayette, CO. Of those employees, 11 work solely on CaseCracker. They cover engineering, manufacturing, marketing, and sales. All of these employees are cross-trained in other areas of the business to ensure excellent customer service, engineering expertise and development as well as sales and marketing activities. The average tenure of a CPT employee is upwards of 5 years. We strive to create an excellent work environment with a flat organizational structure that results in cross-team collaboration and support. Channel Managers, whose function is to manage our Channel Partner network and also assist in selling activities, are fully trained on all technical aspects of the solutions. The Technical Engineers support the Channel Managers on sales projects when technical questions need to be addressed. For example, CPT's VP of Technical Operations has assisted on customer sales calls as well as installation troubleshooting. We have our own direct support staff that is also available by phone 8-5 MT M-F which supports both our end users and our Channel Partners.</p> <p>We are an agile and creative team where the primary goals are reseller development to assist in sales growth, customer satisfaction and longevity, and long term relationships: within the organization, with our customer agencies, and with our Channel Partners.</p> <p>CPT sells through a Channel Partner network and employs Channel Managers to work directly with that network. Please see the answer to 27 for more detail on our dealer network.</p>
27	Dealer network or other distribution methods.	CPT has developed an extensive network of Channel Partners (resellers) with locations in every state in the United States and two locations in Canada. We have over 75 active resellers with more than 200 associates who are involved in CaseCracker reseller efforts. These are not our direct employees but we have an

extensive onboarding process and certification processes to ensure that they are fully trained to sell our products. As evidenced by the list below, most of our Channel Partners have been working with CPT to sell CaseCracker for more than a decade.

Channel Partner Onboarding Process: Please see attached documents in the uploaded additional document section for a detailed table of activities that must be completed prior to certification of a new Channel Partner.

Company Name	Territory Covered	Length of Partnership
Absolute Sales	MI	10 years
Adragna Integration LLC	CO	10 years
Adv. Electronic Security	PA	11 years
Advantor	FL	4 years
Allstate Security Industries	TX	13 years
Altech KS	KS	2 years
AM&N Electronics	TX	5 years
American Video	MI, OH	10 years
Arts Camera Plus	WI	8 years
ATG Group, Inc.	MA, RI	6 years
Baker Group	IA	4 years
BartDesigns	TX	6 years
BCM	MA,CT, RI	11 years
Capture Technologies	CA, National	11 years
CCCP	WI	3 years
Creekside Consulting Team	VA, National	8 years
CSI Expertise	FL, International	10 years
Convergint Technologies	National	15 years
CTCI	NJ	4 years
Electronic Lifestyles	Ontario CAN	7 years
Electronic Systems Installers	PA	11 years
Faith Technologies	KS	3 years
FM Communications	NY	6 years
Galaxy Integrated Tech	MA, CT, RI	6 years
Hilton's Lock and Security	PA	13 years
Horizon Information Services	PA	3 years
Identify, Inc	MI	5 years
Integrated Systems	NJ	16 years
Inter-Pacific	IL, National	7 years
Intralinks	NE	8 years
Ireland Sound Systems	CA	3 years
ITG Larson	NY	3 years
JCT Solutions	NJ	9 years
Johnson Controls	National	13 years
LRC Wireless	LA	4 years
Mack Camera	NJ	8 years
Marathon Tech	MD	4 years
MBI Security	MS	12 years
Media Now, Inc.	NJ, NY	3 years
Microception	National	1 year
Mike's Camera	CO	8 years
Milburn Photo	NJ	8 years
Mission Electronics	KS, MO	4 years
Mountaintop Ent	NC,SC,GA,FL,AR,TN	11 years
National Security	RI, FL	3 years
Nest Wireless Global	NY	2 years
New River Systems	National, Intl	15 years
One Source Innovation	AR	8 years
Open Systems Metro	NY, NJ	7 years
Pro View GDS	TX	5 years
Pyramid Protection	Barbados	11 years
RAMCOM Communication	Canada, Ontario	10 years
Richmond Camera Shop	VA	5 years
Roberts Distributors	IN, TN	7 years
Saipan Computer Services	Saipan, MP	2 years
Salient Sales	MI,IL,IN,FL	2 years
Securitec One, Inc.	OH	13 years

		Security 101- Dallas/Denver TX, CO 4 years Security 101 FL 13 years Security 101 - NE NJ, MA, CT, RI 13 years Security 101 - TX TX 5 years Service Works/AUT NJ 12 years Shanix RI, CT, MA 13 years Skyline Technology Solutions MD 14 years Sitka Tech AK 3 years Soundworks Systems WI 3 years Superior Security Services UT 13 years Specialty Vehicle Concepts UT 14 years Tel-Sound WA, CA 3 years Texas Home Systems TX 3 years Todo Verde TX 1 year Trident Aviation National 2 years Van Cleve & Associates DC, National 8 years Vision Technologies MD 3 years WB Hunt MA,CT,RI,VT,NH 22 years YM Camera OH 6 years
28	Service force.	Not only does CPT have our own dedicated customer service support engineers, we also have the Channel Partner force that supports our customers. This unique two tier support structure ensures we can meet our customer needs. As stated elsewhere we are very proud of our "customer for life" attitude and the fact that we have 3rd generation CaseCracker users who have been with us for over 20 years. Our senior support engineer is the longest tenured member of our staff and has received 5 star ratings on his support call audits. He is backed by the engineering team and our manufacturing staff to ensure issues are resolved quickly as CPT is acutely aware of the critical reliance law enforcement has on our equipment reliability.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders are placed by the end-user agency with the authorized Channel Partner. The reseller then places a purchase order with CPT who manufactures, programs, ships, and invoices the Channel Partner. The entire process can take as few as 2-3 days or up to 3 weeks which is our maximum promised turnaround time from receipt of purchase order. Orders are generally shipped directly to the Channel Partner who checks the system in on their lab bench to ensure all parts are in working order before going to the customer site to perform installation services.
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.	CPT includes hardware warranty and software support with every system sold. Terms vary from 1 year up to 10 years. Our direct customer support is provided by phone 8-5 MT, M-F with a maximum response time of 1 working day, but many service calls are answered real time or receive a response within 2 hours. Customers are encouraged to create an account on our website customer portal where they can access many training tools. We provide both a dedicated email: support@casecracker.com and direct support line to our customers. A support "case" is automatically created which both the support and engineering departments see and can respond to. The progression and closure of each case is recorded under the account in Salesforce (our CRM). Most of our Channel Partners (resellers) also provide on-site service agreements with agreed upon response times in addition to initial installation and training of the CaseCracker solutions. CPT also provides free webinar training upon request and free on-site training on a case-by-case basis. We also communicate with our customers regularly via phone, email, and USPS mail. New customers are contacted at 4 months, 7 months, and annually after shipment to check in and touch base. A sample letter has been uploaded to the Standard Transaction Documents section. We also notify customers when their warranty expirations are 1 year out, 6 months out, and at time of expiration so that they can obtain quotes for warranty extensions or upgrades from their Channel Partners.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are 100% committed to providing our products and services to Sourcewell participating entities in the United States and plan to promote this cooperative buying vehicle to both end user prospects and our Channel Partners via training webinars and inclusion on our website.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have two authorized Channel Partners in Ontario, Canada, one of whom can provide installation services across all of Canada. We also plan to promote Sourcewell through them and to any prospective customers in Canada. In addition, we also attend two National law enforcement trade shows in Canada annually where we will promote Sourcewell in our booth.

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A.We can fully serve all geographic areas of the United States and Canada.	*
34	Identify any Sourcwell 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?	N/A.We can fully serve all participating entity sectors of the United States and Canada.	*
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.There are no contract requirements or restrictions.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *	
36	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>Marketing Plan (see attachment under Marketing Plan/Samples )</p> <p>Law Enforcement is a word-of-mouth industry and CaseCracker is fortunate to sell most of our state and local agencies through customer referrals. However, we also employ the following marketing strategies:</p> <ol style="list-style-type: none"> <li>1. Trade shows and conferences – CaseCracker attended 23 shows (some examples include: the Association of State Criminal Investigative Agencies, the International Association of Chiefs of Police, the International Homicide Investigators Association, the Canadian Association of Chiefs of Police, and the National Technical Investigators Association) and provided show materials and sales collateral to our partners for other additional shows in 2023.</li> <li>2. Small events – 2-3 times a year, we host cocktail parties and/or popular informal bourbon and wine tastings to coincide with training hosted by the Association of State Criminal Investigative Agencies, the International Association of Chiefs of Police and the International Homicide Investigators Association and other national/regional organizations.</li> <li>3. Monthly mailers – Every month we target a different state for mass mailings to coincide with shows/conferences. We contact 800 agencies each month on average.</li> <li>4. Collateral/Spec sheets – We provide information about our IRMS in print and through email.</li> <li>5. Website – Our website includes information regarding our equipment, as well as pages focused on law enforcement, child advocacy centers and our channel partners. We also offer a library of training videos, CaseCracker Academy, as a part of both our Partner and Customer Portals.</li> <li>6. Social Media – We post regularly on Facebook and LinkedIn to share where our sales team is attending conferences and when new blogs are posted to the website.</li> <li>7. On occasion, we will take out print ads in Law Enforcement Publications.</li> </ol> <p>Please see the attached documents upload for examples of our spec sheets, sales brochures, and applicable marketing materials as well as our marketing plan.</p>	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We post on LinkedIn and FaceBook to promote our presence at trade shows and conferences. We employ an SEO expert to purchase Google Ads and to maximize website viewing. Our website contains blog posts, testimonials, video and case studies that promote our solution.	*
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	<p>We view Sourcwell's role as a facilitator in the pre-marketing stage, presenting CaseCracker to qualified and high-quality cooperative-member prospects and visibly promoting your vendor offerings.</p> <p>If chosen to participate as a Sourcwell provider, we will include Sourcwell as a partner in advertising campaigns, collateral materials, mass mailings, and signage, as well as create a section dedicated to Sourcwell on our website partner page. We will hold a series of Channel Partner webinars to educate our resellers on this purchasing vehicle. Our Channel Managers will also actively promote Sourcwell to end users during the sales process and in product demonstrations.</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 as we sell only through resellers.	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	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>The CaseCracker solution is incredibly intuitive and easy to use. Our resellers/installers always consult with the end-user on interview room set up, floor plan, and utilize site surveys and on-site visits to customize the solution. They also always do initial training after installation and programming is complete. This consists of an administrative training session and a user session and typically lasts 2-4 hours depending on the size of the agency. Administrative training includes user and group set up, PC shortcut implementation, and general protocol establishment. User training includes both a group presentation and hands on use in small groups. Administrative and user manuals are provided. See attached Training Schedule Format in Standard Transaction Documents Section.</p> <p>In addition, CaseCracker offers many online tools to ensure the customer is fully up to speed on the solution. We also offer customer refresh training via Webinar with a CPT representative, as well as the CaseCracker Academy videos found on the website via the customer portal at no charge. CPT can also assist a Channel Partner with in-person training if requested for larger installations on a case-by-case basis at no charge.</p> <p>We conduct quarterly webinar training sessions with our Channel Partners to update them on product developments, do refresh training, and field questions. Our Channel Managers speak to our Channel Partners as needed but at a minimum of once a quarter. We provide annual Channel Partner reviews which review past performance, open opportunities, and brainstorm sales method and product enhancements.</p>
41	Describe any technological advances that your proposed products or services offer.	<p>CPT's longevity in the Law Enforcement industry has given us the expertise to engineer according to our customer needs. We continually strive to enhance our solution to better meet requests. To that end, we have an RFE (request for enhancement) queue where we record all requests which are reviewed periodically and grouped by request. The entire CaseCracker staff has input on next release features with priority being given to the most customer requested features and feedback from our Channel Partners.</p> <p>Our state of the art interview room solution allows an end-user to quickly initiate recording, find important spots on long interviews easily, and review in real time or after the fact. The design and ease of use result in more convictions, less time spent creating reports, and better collaboration with sister agencies. A particularly useful feature is our Interview Playback Viewer which can be exported along with the interview and allows other viewers to see the bookmarks and annotations directly on the playback window - similar to having a portion of the software downloaded directly to your workstation (at no charge). Everything is exported in non-proprietary formats but our viewer enhances the playback experience and allows additional bookmarking or annotations to be added. Prosecuting attorneys often fund our purchase as a result of this feature.</p> <p>On another note, our high definition video and whisper to a scream audio can assist with facial recognition and ensure better transcription. We are currently working with other vendors to integrate those solutions with our products.</p> <p>Upcoming innovations include CaseCracker Control, a dashboard that will facilitate auto-export to location of choice, system well-checks, transcription, and translation services, as well as other integrations with complementary solutions.</p>
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.	<p>We do not have any green certifications but CPT is committed to environmental protection. Our manufacturing facility makes every effort to minimize waste by recycling all glass, plastic and paper products. We also dispose of outdated or faulty electronic products to recycling facilities. Furthermore, our 10 year loyalty program encourages customers to retain their cameras, microphones, and other peripherals up to their full lifespan as we continue to fully warrant them.</p> <p>We have implemented a partial work from home program to reduce carbon emissions caused by commuting vehicles.</p>
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.	N/A - We have not received an third-party eco-labels, ratings or certifications.
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.	More than 60% of our resellers are either WMBE, SBE, and/or veteran-owned resellers. We do not require certification or that they share this information with us but could provide a list upon request.



<p>45</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>CPT has opted to focus only on Interview Room Management Solutions and we are recognized in our industry as best in breed. We are not trying to be a one stop shop but are agnostic to and work with other best in breed providers for ancillary solutions. We have been doing this as long as or longer than our competition. Another unique attribute is that we do not touch the customer's data and feel it is critical that they own the data and chain of custody. We also use commercially available Commercial Off The Shelf products that are all trade compliant. CPT also sells in a very consultative manner with all costs presented up front and longer warranty/support offerings than most of our competitors. We offer a very strong 6-10 year loyalty program that allows agencies to maximize their investment over the long haul. Our software provides unlimited users and groups as well as unlimited "seats" for our client application included in the cost of the solution. We attend numerous conferences and belong to highly regarded associations. These associations help us stay informed on cutting edge technology and developing policies within the Law Enforcement and Child Advocacy sectors. Some examples include:</p> <ul style="list-style-type: none"> <li>NATIA (National Technology Investigators Association)</li> <li>ASCIA (Association of State Criminal Investigative Agencies)</li> <li>IACP (International Association of Chiefs of Police)</li> <li>Conference on Child Maltreatment</li> <li>NCA (National Children's Alliance)</li> <li>IHIA (International Homicide Investigators Association)</li> <li>Station Design Conference</li> <li>CACP (Canadian Association of Chiefs of Police)</li> </ul> <p>Our customer service is unparalleled with a single call providing Tier 1, 2, and 3 support instead of being transferred as the problem unfolds in complexity. We have an extensive on-boarding process in order for our resellers to receive approved vendor status as well (see question 26 for more detail).</p> <p>Please see Marketing Plan Documents for our Product Differentiator sheet.</p>
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**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?	<p>Our warranties cover all products and parts but do not cover labor as that is provided by our Channel Partner network. CPT does cover phone support as noted in our Warranty attached in the Additional Documents section.</p> <p>CCO Lite includes a 3-year warranty and software license agreement (SLA). This product is sold with an open license. This may be extended up to 10 years with loyalty incentives. CCO Enterprise may be purchased with a 1-5-year hardware/software warranty with the option to extend to up to 10 years with discounted servers at a reduced charge. The SLA must be kept current and is required to maintain full functionality.</p> <p>CCO Laptop includes a 3-year hardware/software warranty with the option to extend to 5 years for a nominal charge.</p> <p>CCO Starter includes a 1-year hardware/software warranty with the option to extend to 5 years for a nominal charge. Starter also includes the option to add equipment as desired.</p> <p>*It is recommended to replace hardware devices after 5 years of service, but peripheral equipment may be warranted for up to 10 years under the following loyalty program.</p> <p>The Server Upgrade/Customer Loyalty Program is for current Onyx customers. The program offers a free or discounted server with the purchase of a warranty extension or SLA (6-10 years). Under this program all equipment remains covered. Our goal is to ensure the dependability of the system.</p> <p>We do not cover labor but our resellers have the option to and usually provide service contracts that cover on-site services and labor.</p>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>No but we encourage our customers to stay under hardware warranty and software support. Enterprise systems require an active Software License Agreement in order to retain export functionality. Lite systems have a 3 year included warranty and an open License.</p> <p>Software updates are released approximately once a year and are included in our software support free of charge.</p>
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>No. Our warranties cover software support via the phone and hardware warranty for up to ten years on all components (except the server which has a 5 year lifespan) with continued coverage. 95% of reported issues can be resolved on the phone. In the rare case an on-site technician is needed, our resellers will either include on-site service in their maintenance contract or will offer a fee for a-la-carte repair.</p>
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?	<p>There are no regions for which our resellers cannot provide warranty repairs. Our Channel Partners (resellers) are generally located close to the customer and can perform repairs quickly. If not, they are required to have the capability to provide on-site service even if it includes travel. All of our resellers provide initial on-site installation as well.</p>
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?	<p>Yes we cover warranty for items made by other manufacturers that are part of our proposal. We self warrant all equipment that we sell whether we manufacture it ourselves or purchase off the shelf brands.</p>
51	What are your proposed exchange and return programs and policies?	<p>We do not take returns unless a part is defective. If a customer is under warranty we will overnight replacement parts at our cost once we determine what is needed. The process is initiated when the customer reports an issue either via phone or email. Our support engineers determine if a replacement part is needed and if so, it is shipped overnight. If appropriate, CPT may request return of the defective part so that we can further troubleshoot and/or recycle it appropriately.</p>
52	Describe any service contract options for the items included in your proposal.	<p>If under warranty/support, we provide free 8-5 MT M-F phone support and parts replacement with a one working day maximum response time. Most of our resellers offer additional service contracts for on-site service. The FBI evaluated the purchase of a custom 24-7 support package from CPT but decided against it when they reviewed their service call logs and discovered that they only receive 5-6 issues per quarter across 250 locations.</p>

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	We give our resellers net 30 day terms. They are free to extend differing terms to the end users but most give 30-45 day terms. We accept checks, credit cards (with a fee to process) and wire transfers.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We do not offer any financing options as we do not sell direct but some of our resellers do.	*
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.	We provide a welcome packet to new customers with instructions to create a customer portal account on our website where they can access many documents and training tools. Our Channel Partners are required to sign a reseller agreement and fill out a credit application. Every order must be submitted as a formal purchase order along with a peripheral form that indicates the type of cameras, microphones, and other accessories desired. Please see the Standard Transaction Document Samples section for copies of these forms. We provide both user and administrator manuals with every solution sold. These are not public documents so are not in the uploaded document section.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No because we sell only through certified and approved Channel Partners.	*

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
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 Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	CPT is proposing a tiered volume discount off of MSRP on our entire catalog for all items purchased through the Sourcewell Cooperative Vehicle. The discount increases as the order quantity increases. Please see our MSRP price list and Room Component Legend in the Attached Pricing Documents section.
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.	Our pricing represents a percentage discount off MSRP based on volume purchased 1-3 rooms/units = 2% discount off MSRP 4-16 rooms/units = 3% discount off MSRP 17-50 rooms/units = 5% discount off MSRP 50+ rooms/units = 8% discount off MSRP (see uploaded MSRP price list, which includes volume discounts)
59	Describe any quantity or volume discounts or rebate programs that you offer.	For large volume procurements greater than 150 rooms, we offer a special price list that is not shared publicly. We also periodically offer small \$2400 grants to Child Advocacy Centers to offset some of the cost of purchasing our products.
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.	Some of our products are Commercial Off The Shelf and those items are on our price list at a mark-up from cost so that we may extend the warranty and support beyond the manufacturer's. This simplifies servicing our products and ensures full responsibility is held by CPT for replacement.
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.	Shipping and installation are not included. However all costs are included in our Channel Partners' customer quotes and are up-front and transparent. Shipping is based on actual costs. Installation cost varies by location and customer need. Our Channel Partners negotiate these costs directly with the end user. CPT provides free webinar training, set-up support, and ongoing troubleshooting via phone or webinar.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	CPT equipment is shipped via FedEx but we will use the customer's carrier of choice if requested. Those costs are passed on to the Channel Partner who generally passes them directly along to the end user. Turnaround times from Purchase Order to delivery are no more than 3 weeks. Our shipments/boxes are small and do not require palletized freight. They are insured and require a signature upon delivery.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We utilize USPS or UPS for Canada and HI/AK, but again will use the customer's carrier of choice. Offshore delivery is on a case-by-case basis but we currently ship all over the world to military bases and other customers.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	CPT offers overnight FedEx shipping upon request and as a standard for warranty parts.

**Table 12: Pricing Offered**

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

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
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 the Sourcewell contract will be used, we will require notification before a purchase order is issued. All purchase orders must be checked for accurate pricing and product codes by both the CPT Channel Manager and double-checked by the purchasing department. Sourcewell purchase orders will need to contain a line item noting the use of the Sourcewell Contract. All CPT sales are recorded via Salesforce and then through our accounting system for additional QC. We have direct contact with our end users and work in conjunction with our Channel Partners to co-sell/own all sales opportunities. Any contracts that come through the Sourcewell procurement vehicle will be reported back to Sourcewell quarterly as required and compensation will be paid once we receive payment from our Channel Partner.
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.	SalesForce allows us to track sales campaigns and sales sources. We can run monthly or quarterly reports to determine all sales success and volume of Sourcewell sales. We already track sources such as trade shows, word of mouth, website inquiries etc. Our accounting system also generates reports for rebates. The biggest measure of success hinges on customer satisfaction. CPT will measure success based on the number of agencies and dollar amount generated by the Sourcewell Cooperative.
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.)	We propose a 1.5% fee on the remaining MSRP after the applied tiered discount on all sales procured through the Sourcewell contract.

**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.	<p>CaseCracker Onyx is an enterprise-class, network-based interview management system designed to support the needs of enterprise level agencies without compromising on ease of use.</p> <p>CaseCracker Onyx is:</p> <ul style="list-style-type: none"> <li>• Network-based: The system is based around a "headless" server (no monitor keyboard or mouse), which performs recording, secure hashing, indexing, storage, and streaming. All cameras, mics, switches, etc., connect to the server over a secure, isolated network.</li> <li>• Distributed: CaseCracker is designed to allow users to access the system from anywhere on the agency's network, and even across wide-area networks via the use of VPNs. Going forward, we also plan to support exporting interviews to cloud and other networked storage as well as DEMS solutions. The capstone for our planned support for distributed systems is to allow multiple CaseCracker servers to be federated into a single view for ease of use and simplified access.</li> <li>• Robust: The system is built with numerous redundancies throughout, so no single point of failure exists that could stop the ability to record new content or access previously stored content.</li> </ul> <p>Features include:</p> <p>A headless server performs audio and video recording, secure hashing, indexing, storing, and streaming. It is offered in several platforms to fit various deployments. Numerous redundancy features are built throughout the system to ensure reliability. Independent storage of working and evidentiary copies stored on RAID based hard drives is available on Enterprise systems.</p> <p>It has the ability to record, review, and export interviews from one or more desktop Windows PCs.</p> <p>A simple interface allows you to start a recording with a single button.</p> <p>It has the ability to export recordings in non-proprietary open file formats playable on</p>

any computer.

An intuitive search function makes it easy and quick to find recordings. CCO can easily integrate with complementary solutions to meet an organization's needs.

Choose from high-definition IP Axis cameras available in discrete housings or dome and Pan Tilt Zoom.

The system runs a SHA 256 algorithm at the end of every interview to provide evidence that no video or audio stream has been altered since recording.

CCO meets all CGIS and HIPAA requirements.

A conceptual view of the system for one site is shown in Figure 1, (see Attached Additional Documents Fig 1 Conceptual View of Interview Room

Fig. 1: Conceptual View of one station's interview room

Video recorded from a fixed interview room enters the system in the upper left corner. Although only one room is shown in the figure, up to 16 rooms can be supported based on the server size and configuration for each location. It is connected over a private LAN to a CaseCracker Onyx Server. This server forms the heart of the system, and performs recording, secure hashing, indexing, storage, and streaming.

Users interact with the system through the CaseCracker Onyx Client, shown in the lower right of Figure 1. The Onyx Client is a Windows application that allows authorized users to view live video and audio, review recorded content, add and edit metadata, search, export, and import recordings.

#### CaseCracker Onyx Server

During recording, the video and audio from the interview transits the Recording LAN to the CaseCracker Onyx Server (CCOS). The Enterprise Onyx CCOS records the video and audio internally in redundant fashion: The evidentiary copy is written to a read-only file on one filesystem, and the working copy is written to a read-write file on a second filesystem. Both filesystems are encrypted and are protected with RAID-1 (mirrored redundancy), so in fact four copies of the interview end up on physical disks within the CCOS. The Lite servers do not contain as much redundancy and only produce one copy.

While recording, the CCOS computes a progressive, cryptographic SHA 3-256 fingerprint for each audio and video stream to ensure evidence integrity, which is written into each stored file. A standard SHA 256 is also calculated for the entire MP4 media contents after a recording session has ended. These calculations serve as checks for data integrity at any point in the chain of custody of the originally captured file. This check is initially performed when the recording session is ended and can be performed by authorized users when necessary to ensure the original video remains untampered.

Physically, the Enterprise CCOS is a standard 1 RU COTS server hardware with redundant power supplies and redundant fans, running CentOS Linux. The operating system and CaseCracker Onyx software are stored on a solid-state disk (SSD) and all video and audio data are stored on separate, standard, and mirrored RAID-1 disks. The data is encrypted at rest and is very secure.

Depending on hardware configuration chosen, a CCOS can support up to 16 interview rooms, with multiple cameras and microphones in each room. We offer multiple server sizes. Smaller server form factors are available to serve one to three rooms and mobile devices are available for field recordings.

#### Fixed Interview Room Equipment

A fixed interview room is shown in the upper left corner of Fig. 1. Although there are many options for configuration of the interview room, a common configuration— is shown in greater detail in Fig. 2, below.

Fig. 2: Fixed Interview Room detail showing wiring detail (see Attached Additional Documents Section)

Each interview room contains:

- Two high definition IP Cameras: These are COTS products.
  - The Axis P1265 pinhole camera is ideal for covert use. It has a small lens element that can be separated from the camera's main unit by up to 8 meters of cable. These units offer excellent concealment options with high video quality. One camera is contained in a wall plate situated on the wall opposite the interview subject, near seated eye height. A second camera can be embedded in a PIR housing located just below ceiling level in an opposite corner of the interview room. The Axis P1265 offers up to 1080p resolution and has a fixed lens.
  - Axis dome models are chosen for overt, but still discreet, use. This unit is similar to the pinhole camera options but offers slightly better (and, unfortunately, more visible) lenses. The Axis dome cameras support up to 1080p resolution. A

Pan Tilt Zoom model can also be provided for agencies requiring the ability to follow an interviewee around the room.

- Both cameras support h.264 encoding and are powered via power-over-Ethernet (IEEE 802.3af/802.3at). The CaseCracker Room Controller provides the power for the cameras.
- Both cameras being proposed offer a wide range of configurable parameters, including frame rate, bit rate, etc. Additionally, it is possible to configure the cameras to superimpose the time onto the video when the video is originally encoded. This timestamp becomes a permanent part of the video and cannot be removed.
- Two digital Microphones: The CaseCracker Onyx system supports a range of choices for flexibility in interview room design. Typically an installation will have one Louroe Verifact A microphone and one Louroe Verifact D microphone, which are both excellent covert microphones that can be mounted on the ceiling (the Verifact A) or on a wall (Verifact D). The Verifact A unit is a half-space microphone that fully captures the voices of the people in the interview room, with a cylindrical housing 4" in diameter and 1.4" high. The unit has a frequency response from 20Hz - 5kHz (6dB). The Verifact D housing is a simple 1-gang stainless steel faceplate, 2.75"W × 4.5"H; it will perform similarly when placed on the wall. Sampling for both mics is performed at 44.1 kHz, 16 bits per sample.
- A Start/Stop Switch: Mounted in a 1-gang electrical box inside or outside the interview room near the door. The switch can start and stop recording to allow interviews to be conducted without needing a computer in the room.
- A discrete Interior Recording Light: The small LED light unobtrusively assures the interviewer that recording is in progress.
- An Overt Exterior Recording Light is a bright LED mounted outside the interview room, with the words "In Use" to warn others outside of the room that a recorded interview is in progress. Both exterior and interior lights are connected to a Room Controller and are turned on only if the RC is receiving positive confirmation of recording from the server.
- A Wired Flag Switch: This allows the interviewer to unobtrusively mark important parts of the interview. It is a small, wired, momentary contact switch that is mounted under a table near where the interviewer sits. Pressing it during the interview places an index point ("flag") in the video recording.
- One Room Controller: The Room Controller (RC) is a metal enclosure measuring 10.4" × 7.3" × 2.0" with an off-white powder coat finish.
- The RC performs the following functions: (a) It receives uncompressed audio from the microphones and formats that audio, still uncompressed, for streaming across the recording LAN; (b) it provides breakouts to the wall switch, the recording lights, and the flag switch; and (c) as an installation convenience, the RC contains a power-over-Ethernet switch, so that the IP cameras can be directly connected to the RC. Thus, only one Ethernet drop is required per room.

#### Recording LAN

Returning to Fig. 1, the Recording LAN is a dedicated, standard Gigabit Ethernet (GbE) network that is isolated from other networks to provide security and reliability.

When camera configuration settings need to be changed, the CaseCracker Onyx Client and Server provide a way for authorized users to access the devices on the Recording LAN without having direct network access to these devices. The user simply clicks on a button that automatically launches their default browser (on the client computer) that will connect to the selected device's configuration pages via a temporary proxy that the Client requests from the Server.

#### CaseCracker Onyx Server

During recording, the video and audio from the interview transits the Recording LAN to the CaseCracker Onyx Server (CCOS). The Enterprise Onyx CCOS records the video and audio internally in redundant fashion: The evidentiary copy is written to a read-only file on one filesystem, and the working copy is written to a read-write file on a second filesystem. Both filesystems are encrypted and are protected with RAID-1 (mirrored redundancy), so in fact four copies of the interview end up on physical disks within the CCOS.

While recording, the CCOS computes a progressive, cryptographic SHA 3-256 fingerprint for each audio and video stream to ensure evidence integrity, which is written into each stored file. A standard SHA 256 is also calculated for the entire MP4 media contents after a recording session has ended. These calculations serve as checks for data integrity at all points in the chain of custody of the originally captured file. This check is initially performed when the recording session is ended and can be performed by authorized users when necessary to ensure the original



		<p>video remains untampered.</p> <p>Physically, the Enterprise CCOS is a standard 1 RU COTS server hardware with redundant power supplies and redundant fans, running CentOS Linux. The operating system and CaseCracker Onyx software are stored on a solid-state disk (SSD), and all video and audio data are stored on separate, standard, and mirrored RAID-1 disks.</p> <p>Depending on hardware configuration chosen, a CCOS can support up to 16 interview rooms, with multiple cameras and microphones in each room. We offer multiple server sizes for Enterprise systems. Smaller server form factors are available to serve one to three rooms and mobile devices are available for field recordings.</p> <p>CaseCracker Onyx Client</p> <p>CaseCracker software runs on any Windows desktops or laptops that meet minimum requirements. CPT can also provide this hardware (Control Monitoring Workstation) if desired. The CaseCracker Onyx Client (CCOC) is the main interface into the system. It allows authorized users to view and flag live interviews; search and playback stored interviews; and export content. The CCOC is a traditional Windows application, not a web client.</p>
70	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>33429 - Other Communications Equipment Manufacturing                      334290 - Other Communications Equipment Manufacturing                      33411 - Computer and Peripheral Equipment Manufacturing                      334112 - Computer Storage Device Manufacturing</p>

\*



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

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

Line Item	Category or Type	Offered *	Comments	
71	Portable and mobile video camera and recording solutions, such as body-worn, in-car, and equipment-mounted devices.	<input checked="" type="radio"/> Yes <input type="radio"/> No	CPT offers a portable audio video recorder version of CaseCracker Onyx.	*
72	Permanently mounted or installed video camera and recording solutions designed for all law enforcement, school resource officers, corrections, first responders, and emergency medical services.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, CPT offers fixed room (mounted/installed) audio/video recording solutions specifically designed for law enforcement, corrections, child advocacy centers, sexual assault response teams, learning hospitals, universities and any end-user that requires evidentiary grade audio/video recordings. See description in Table 14a.	*
73	Video capable threat and weapons detection.	<input type="radio"/> Yes <input checked="" type="radio"/> No	No, N/A	*
74	Related equipment complementary to the offering of the solutions in 71-73 above, including automated activation devices, lasers, monitors, recorders, microphones, and transmitters.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, CPT offers a-la-carte monitors (CMWs), cameras, microphones, Interview in Progress Kits, and Flagging devices (see our Component Legend in Additional Uploaded Documents). Our Channel Partners also offer ancillary equipment such as two way earbud receivers and specialized room sound proofing.	*
75	Technology, data storage, advanced analytics, redaction, and management software solutions and applications for self-hosted, cloud-based, and hybrid systems that are complementary to the offering of the solutions in 71-73 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	CaseCracker works with other third party entities to provide transcription, storage, and other complementary solutions. We will also work with complementary data sharing systems in order to facilitate smooth integration with other products. Examples include export to Evidence.com (an Axon product), MetaShare (a MicroCeption evidence sharing product), and VidaNyx (a secure data sharing product).	*
76	Accessories complementary to the offering above, including docking stations, chargers, memory cards, cables, adapters, clips, mounts, batteries, holsters, and harnesses.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, our resellers provide full installation and UPS backup, as well as complementary accessories such as earbud microphones and listening devices for direct communication with the interviewer, TV monitors, panic buttons and other customized solutions.	
77	Services complementary to the offering above, including training, installation, and administration of warranty programs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, CPT offers complementary training via Zoom, as well as CaseCracker Academy, a series of short videos outlining the use of CaseCracker Onyx, via the Customer Portal on our website. Installation is provided by our channel partners/installers. Warranties are administered by CPT and our channel partners.	

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
78	Describe the security features of your proposed solutions in relation to data security.	<p>CaseCracker Onyx Security Features and Hardening</p> <p>Cardinal Peak, the makers of CaseCracker Onyx, have developed enterprise grade security features standard on all Onyx products. These include:</p> <ul style="list-style-type: none"> <li>• A SHA 256 hash is run after every interview and allows the user to verify that the hash matches the original and no frames have been altered.</li> <li>• CaseCracker is DOJ and CJIS compliant and is used in hundreds of FBI field offices nationwide.</li> <li>• CaseCracker Onyx requires no installed software for client operations. Client software is run as an executable file over the network.</li> </ul> <p>We've used several layers of protection to ensure that the CaseCracker server is secure:</p> <ul style="list-style-type: none"> <li>• We are running a strict firewall with default DENY for all incoming and outgoing traffic.</li> <li>• We ensure that all traffic from the CaseCracker server is encrypted using either SRTP, SSH or SSL encryption - depending on the mode of access. Each server generates a unique self-signed certificate that it utilizes for this encryption.</li> <li>• We ensure that all local CaseCracker user (non-AD) passwords are one-way encrypted using a SHA-256 hash.</li> <li>• All available ports (except SSH) are made available only from within a Docker container.</li> <li>• The SMB share is a read-only directory (both locally and served through Samba) that is further non-persistent within the Docker container.</li> <li>• All SSH sessions will time out after 5 idle minutes.</li> <li>• All SSH server keys are uniquely generated per server.</li> <li>• The server is operating in "FIPS" mode, preventing out of date encryption and other "risky" security strategies.</li> <li>• The CaseCracker service and all "Office LAN" facing services run with non-privileged users.</li> <li>• We have built in delays between failed login attempts.</li> <li>• Various permissions of files are marshaled by update scripts that comply with most of the Nessus and other auditing tools.</li> <li>• Various logging and auditing are enabled which satisfy Nessus and other auditing tools.</li> <li>• TCP invalid rate limiting is set.</li> <li>• Various sysctl parameters are set according to Nessus and other auditing tools expectations, such as ip forwarding being managed as strictly as the customer configuration allows - including preventing ip forwarding to and from the Recording LAN.</li> <li>• The partitioning scheme follows Nessus and other auditing tool expectations and protects critical disk space from being overrun by crafty DOS attacks that fill /var/log, /tmp, and others. These mountpoints have further protections (such as noexec and noatime) to help further prevent trampoline and other similar attacks (conforming to Nessus audit expectations).</li> <li>• At rest data is encrypted with AES 256 bit encryption, this is by default set up to be unlocked for use automatically when the system boots, but this automatic unlock may be disabled, requiring an administrator to provide the disk unlock password to make the video storage available. If this password is lost, and auto unlock is turned off, the data will be lost.</li> <li>• The auto unlock password is generated to be between 128-256 characters and is encrypted at rest on the disk.</li> <li>• We supply patch updates to the underlying os and can supply targeted updates containing updates to close severe/critical identified vulnerabilities (our policy is explained in our documentation).</li> <li>• When AD is in use, we regularly check for changes to user group membership and active status to ensure we don't allow permissions to users that have been revoked.</li> <li>• Data accessibility available to users from the server is parceled out by detailed permissions assigned via groups.</li> <li>• We allow administrators to restrict communication to and from the CaseCracker server to specific IP addresses or ranges of addresses. There is also a way to add MAC filtering if desired, however, we do not support that via the networking UI configuration at this time. We also don't recommend using this feature as a general security mechanism - but we know certain circumstances will warrant the use of this.</li> <li>• CaseCracker uses signing for our rpm update deliverables and the server verifies our signatures (in the standard way RPMs are verified).</li> </ul> <p>See Standard Transaction Documents for a branded copy of our Security Features</p>

79	Describe the data storage, Artificial Intelligence (AI) analytics, and management features and functionality as they relate to your proposed products.	All data is initially stored on the secure CaseCracker Onyx servers on premise. Interviews and associated meta data may be exported to network storage, cloud-based storage, or other sharing solutions as all data is exported in non-proprietary formats. CC Onyx software provides search features by keyword and metadata. Interviews may be segregated by group permissions. CPT does not own or have access to the data - the customer does and we support exporting the files to the end user's desired storage. A future release will include the ability to monitor all locations, provide health checks of all systems, and push out releases all via CaseCracker Control, our dashboard solution.
80	Describe how your proposed product(s) or systems integrates with Computer Aided Dispatch, Records Management, Digital Evidence Management, and/or Situational Awareness Systems.	CaseCracker recordings may be exported to any desired Digital Evidence Management system or cloud storage provided it accepts MP4 format. Examples include export to Evidence.com (an Axon product) and WatchGuard Cloud. We are also happy to work with any provider to create seamless export to records management software or storage. Simply stated, we will integrate with any DEMS requested.
81	Describe how your system allows for secured sharing of videos – file sharing systems.	CaseCracker integrates with MicroCeption's MetaShare product as well as VidaNyx and we will also work with any complementary data sharing systems in order to facilitate smooth integration.
82	Detail how your system complies with Criminal Justice Information Systems (CJIS) security requirements.	CaseCracker made over 200 enhancements to our system when we were in pilot with the FBI to ensure CJIS compliance including incorporating a SHA 256 hash algorithm that runs at the conclusion of every interview to validate that no video or audio stream has been tampered with. Again we are constantly hardening the solution according to the rigorous security requirements of DoJ and DoD as we have systems in almost every branch of the Federal government.

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

**Line Item 83. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

**Documents**

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

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

- [Pricing](#) - CaseCracker MSRP Pricing and Room Component Legend.xlsx - Wednesday October 11, 2023 14:04:37
- [Financial Strength and Stability](#) - CPT Financial Strength and Stability.zip - Wednesday October 11, 2023 17:27:55
- [Marketing Plan/Samples](#) - Marketing Plan\_Samples.zip - Wednesday October 11, 2023 17:29:01
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty\_Onyx\_2023.pdf - Wednesday October 11, 2023 07:37:48
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Wednesday October 11, 2023 17:29:42
- [Upload Additional Document](#) - Upload Additional Document.zip - Wednesday October 11, 2023 17:30:36
- Requested Exceptions (optional)

## 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. - Heidi Wells, Director Channel Sales, Cardinal Peak Technologies LLC

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
<b>Addendum_11_RFP_101223_Public_Safety_Surveillance</b> Thu October 5 2023 08:32 AM	<input checked="" type="checkbox"/>	3
<b>Addendum_10_RFP_101223_Public_Safety_Surveillance</b> Mon October 2 2023 03:56 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_9_RFP_101223_Public_Safety_Surveillance</b> Tue September 26 2023 03:16 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_8_RFP_101223_Public_Safety_Surveillance</b> Thu September 21 2023 04:09 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_7_RFP_101223_Public_Safety_Surveillance</b> Thu September 21 2023 07:35 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_6_RFP_101223_Public_Safety_Surveillance</b> Wed September 20 2023 12:49 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_RFP_101223_Public_Safety_Surveillance</b> Mon September 18 2023 03:49 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_RFP_101223_Public_Safety_Surveillance</b> Fri September 15 2023 10:52 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_RFP_101223_Public_Safety_Surveillance</b> Tue September 5 2023 03:47 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_RFP_101223_Public_Safety_Surveillance</b> Fri August 25 2023 01:53 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_1_RFP_101223_Public_Safety_Surveillance</b> Fri August 25 2023 11:11 AM	<input checked="" type="checkbox"/>	2