



**MASTER AGREEMENT #030425**  
**CATEGORY: Public Safety Software**  
**SUPPLIER: TXAT LLC**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and TXAT LLC, 3200 Kirby Drive, Suite 801, Houston, TX 77098 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:**  
**General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 17, 2029, unless it is cancelled or extended as defined in this Agreement.
  - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
  - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in Solicitation #030425, Category 3. Comprehensive Solutions, to Participating Entities. In-scope solutions include:
  - a) Category 1. Public Safety Response – Agency Situational Awareness, including but not limited to:
    - i) Incident command and management (incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.);
    - ii) Mapping (vertical location, indoor, outdoor);
    - iii) Asset tracking and location (personnel, vehicles, controlled substances, equipment, etc.);
    - iv) Community notifications (evacuations, minor crime reporting, shelter in place, etc.);
    - v) One-to-one and one-to-many collaboration and coordination (SMS, push to talk, video, voice, etc.); and
    - vi) Public safety focused data and analysis applications, to include but not limited to video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration.
  - b) Category 2. Public Safety Response – Agency Operations, including but not limited to:
    - i) Pre-incident planning software, such as:
      - (1) Fire prevention related inspections and enforcement;
      - (2) Operational management (scheduling, training, compliance, etc.); and
      - (3) Data analytics to inform staffing, deployment, station location, budget, and other management decisions.
    - ii) Incident/post-incident software, such as:
      - (1) CAD, RMS for law enforcement, fire, and EMS;
      - (2) Electronic Patient Care Reporting (ePCR) and data transfer to hospitals;
      - (3) Digital and physical evidence management;
      - (4) E-citation systems; and
      - (5) Law enforcement case management
  - c) Category 3. Comprehensive Solutions

- i) Solutions that offer at least one (1) or a combination of solutions from BOTH Category 1 and Category 2 above.

Complimentary equipment, accessories, and services must be directly related to the offering of systems or solutions described in sections 7)a) – c) above. Software platforms or solutions should be able to integrate with a broad range of other software and hardware solutions to improve and/or expand agency capabilities. Sourcewell IS NOT looking for artificial intelligence (AI) customization, but public safety software with existing AI capabilities is eligible.

- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

**13) Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are, at the time of delivery, free from material defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the product documentation of the Included Solutions.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

- 15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.
  - ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

ix) **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.

x) **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.

xi) **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 Agreement 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.

xii) **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.



xiii) **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.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement 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 Agreement or any purchase by an authorized user.

xv) **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 Agreement or any purchase by a Participating Entity.

xvi) **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.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.

xviii) **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.

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

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

## **Article 2: Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions 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 Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
  - Maintenance and management of this Agreement;
  - Timely response to all Sourcewell and Participating Entity inquiries; and
  - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.



- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third party claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any negligent or intentional act or omission in the performance of this Agreement 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

**19) Grant of License.****a) During the term of this Agreement:**

i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

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

**c) Use; Quality Control.**

i) 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.

ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement 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 and Supplier's website until the next regularly scheduled update). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

**20) Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

**21) Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:

- a) **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 Agreement.
  - \$1,500,000 each occurrence Bodily Injury and Property Damage
  - \$1,500,000 Personal and Advertising Injury
  - \$2,000,000 aggregate for products liability-completed operations
  - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### **Article 3: Supplier Obligations to Participating Entities**

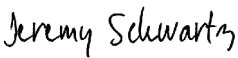
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating

Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Signed by:  
  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 7/14/2025 | 8:27 PM CDT

TXAT LLC

Signed by:  
  
AD5F599305E2424...  
By: \_\_\_\_\_  
Karen Berggren  
Title: Sr. Manager, Contracts and Compliance  
Date: 7/14/2025 | 6:03 PM PDT



# RFP 030425 - Public Safety Software

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## Vendor Details

Company Name: TXAT LLC

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

Address: 3200 Kirby Drive, Suite 801  
Houston, TX 77098-3230

Contact: Karen Berggren

Email: karen@tx-at.com

Phone: 281-636-2610

HST#: 454008321

## Submission Details

Created On: Tuesday January 14, 2025 07:43:57

Submitted On: Tuesday March 04, 2025 09:47:33

Submitted By: Karen Berggren

Email: karen@tx-at.com

Transaction #: 0510e02c-c07c-4117-8af0-30f98c6a0b25

Submitter's IP Address: 147.243.168.145

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives (Not Scored)**

**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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	TXAT LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	TXAT LLC is responsible for offering and performing delivery of Solutions within this Proposal and will execute a Master Agreement associated with this Proposal.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 7HJV6 UEI: JTXPY4LAQ4E1	*
5	Provide your NAICS code applicable to Solutions proposed.	561421 (Emergency Telephone Dispatch Devices) 541512 (Audio Visual and IT Systems Integration Design Service, Computer Software Consulting Services)	
6	Proposer Physical Address:	3200 Kirby Drive, Suite 801 Houston, TX 77098	*
7	Proposer website address (or addresses):	www.tx-at.com; www.tx-at.com/products (Carbyne link)	*
8	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):	Karen Berggren, Sr Manager, Contracts and Compliance 3200 Kirby Drive, Suite 801, Houston, TX 77098 karen@tx-at.com 281-636-2610	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Karen Berggren, Sr Manager, Contracts and Compliance 3200 Kirby Drive, Suite 801, Houston, TX 77098 karen@tx-at.com 281-636-2610	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Karen Berggren, Sr Manager, Contracts and Compliance 3200 Kirby Drive, Suite 801, Houston, TX 77098 karen@tx-at.com 281-636-2610  John Domolky SVP of Business Development 3200 Kirby Dr., Ste. 801, Houston, TX 77098 john@tx-at.com 508-733-4475  Other Law Enforcement/Gov't - Key Players: Alex Gift, Buyer alex@tx-at.com Robin Eaves, Director of LE Sales robin@tx-at.com	*

**Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)**

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>History: TXAT LLC was founded in 2011 by a team of professionals with decades of experience manufacturing and distributing Aguila Ammunition to commercial entities and law enforcement and military professionals worldwide. TXAT's core team of logistics and import/export compliance professionals, with trusted relationships across law enforcement agencies in the US, were in a unique position to identify and ship a wide array of solutions to meet the needs of law enforcement and security professionals.</p> <p>TXAT expanded its product portfolio substantially over the past 20 years to currently offer weapons, ammunition, tactical equipment, and innovative technology and equipment, to include Carbyne products, to match the developing needs associated with securing communities, at home and abroad.</p> <p>TXAT LLC values customer service, teamwork, competent product representation, compliance and adaptability. TXAT exhibits a philosophy of authenticity, offering a culture of service to our communities that should be entitled to security at only the highest levels.</p> <p>Leadership has been providing defense related solutions to customers since 1961 and is proud to now feature its partnership with Carbyne, the #1 provider of cloud-native emergency call handling solutions, which shares TXAT LLC's vision of capitalizing on innovative technology to make the world safer and more prepared. TXAT's longstanding relationship with the law enforcement community globally is a testament to its commitment and longevity in this industry.</p>	*
12	What are your company's expectations in the event of an award?	<p>TXAT LLC offers the entire 2025 Carbyne product catalog, featuring patented live caller video, on-demand pinpoint caller location, silent instant messaging, and much more - all delivered via a state-of-the art cloud-native architecture. TXAT LLC maintains a third-party agreement with Carbyne, through which, in coordination with Carbyne's software experts (at no additional cost to the consumer), TXAT engages in product sales, delivers and manages software and integration, coordinates agency training, and provides supplementary technical support to Participating Entities.</p> <p>TXAT LLC has a strong relationship with Carbyne, its product manufacturer. TXAT LLC expects to supplement Carbyne's existing marketing and sales teams with TXAT personnel dedicated to marketing, sales, contract management, export compliance, customer service, product implementation and technical support in order to reach a wider market share within the United States. TXAT will spearhead these efforts in the Canadian markets.</p> <p>Carbyne and TXAT's partnership provides unmatched support to the law enforcement community, with a shared goal of improving law enforcement preparedness, responsiveness and overall security.</p> <p>Currently, over 50% of Carbyne's customers are serviced through cooperative contracts, and TXAT has multiple years of experience managing cooperative contracts as well - together, TXAT can reach an unlimited number of customers in the US and Canada.</p>	*
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	TXAT LLC's gross receipts in FY 2023 is valued at over \$50 million. A financial letter of reference is attached with this proposal.	*
14	What is your US market share for the Solutions that you are proposing?	The US market share for the Solutions proposed Solutions is growing annually, with a focus on primary and secondary call answering localities. The current market share is less than 5%.	*
15	What is your Canadian market share for the Solutions that you are proposing?	TXAT LLC is partnering with Carbyne to quickly expand its product offerings into the Canadian markets.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	TXAT LLC has never engaged in bankruptcy proceedings at any time since its inception.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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?	TXAT LLC is an authorized reseller and partner with Carbyne, who manufactures the solutions offered in this proposal. TXAT LLC's written authorization is included with this proposal. TXAT and Carbyne will share any distribution/dealer/office networking solutions to meet the needs of its consumers in the United States and Canada.  TXAT shares Carbyne's assets, which includes 200 associates worldwide and involves a direct sales team of 25 associates, in addition to TXAT's internal assets.  The assigned TXAT Project Manager and a Carbyne Customer Success Manager will collaborate to provide sale efforts, training and technical support to Participating Entities following a purchase, via an established online platform and in person.	*
18	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.	Not applicable.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	TXAT LLC has never been debarred or suspended at any time since its inception.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Product Awards: 2024 - APCO International - GOLD Corporate Partner 2023, 2022 & 2017 - APCO Award 2022 - Business Intelligence Group - Big Awards for Big Business 2022 - Spirit of CPRA Award - California Public Safety Radio Association 2022 - Gold Level Sponsorship - in Appreciation of Continued Support of International CAD Consortium 2022 - Astors American SecurityToday - Carbyne APEX Cloud Native Mission Critical Call Management - Best Public Safety Workforce Management 2018 - Astors American SecurityToday - Platinum Award Winner: Best Mobile Technology Product 2017 - Astors American Security Today - Platinum Award Winner: Homeland Security Awards Best Emergency Response for Fed/State/Local Government 2017 - Astors American Security Today - Leadership & INnovation in Homeland Security 2017 - APCO International - Bronze Corporate Partner California State Sheriff's Association - Corporate 100 Partner	*
21	What percentage of your sales are to the governmental sector in the past three years?	25% of TXAT sales have been to government agencies over the past 3 years. 84% of Carbyne's product sales in the past three years have been to government entities.	*
22	What percentage of your sales are to the education sector in the past three years?	A small percentage of Carbyne solutions are used by higher education institutions, but TXAT will further explore solutions that meet the needs of security professionals within the education sector and market to these institutions.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	TXAT LLC has been awarded multiple cooperative contracts. Carbyne is also offered exclusively through several cooperatives, demonstrating successful product sales.  Purchasing Cooperative of America - OD-402-24 (\$50k-\$500k annually) BuyBoard - 698-23 (\$50k-\$500k annually) TX SmartBuy - 680-A1 (\$100k+ annually) Mississippi State - 8200074014 (\$150k+ annually) Oklahoma State - 0900000488 (\$150k+ annually)  HGACBuy - # EC07-23 - 2023 - \$776,246; 2024 - \$1,050,972.78 (Carbyne exclusively) NPP Gov - # PS20300 - 2023 - \$739,358.52; 2024 - \$764,108.99 (Carbyne exclusively) TX DIR - # DIR-CPO-4717 - 2022 - \$360,000; 2023 - \$551,279.97; 2024 - \$478,560.00 (Carbyne exclusively)	*

24	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?	None applicable at this time.	*
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**Table 2B: References/Testimonials**

**Line Item 25.** Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Houston Police Department	Lee Ann Martin-Miller	832-394-2325	*
Fort Worth Police Department	Jaime Malone	817-392-3740	*
Orleans Parish Communications District (Product Reference)	Karl Fasold, Executive Director	karlf@911nola.org	*
Rio Grande Council of Governments, TX (Product Reference)	Mariss Quintanilla	915-533-0998 ext 119	

**Table 3: Ability to Sell and Deliver Solutions (150 Points)**

Describe your company's capability to meet the needs of Sourcwell 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.	TXAT LLC employs 3 full-time sales personnel responsible for networking with potential Carbyne customers, providing customized quotes and processing purchase orders through payment. Sales personnel are based in Arizona, Texas and South Carolina, positioned to conduct on-site visits with Participating Entities nationwide.  TXAT meets monthly or more with Carbyne sales engineers to develop strategy for promoting the TXAT/Carbyne partnership and collaborate to reach new customers nationwide and in Canada.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	TXAT LLC is a Carbyne authorized reseller, supplementing Carbyne's existing network of resellers, offering expertise in contract management, export compliance, and providing direct access to an extensive network of existing law enforcement customers nationwide and in Canada.	*
28	Service force.	TXAT LLC will assign a Project Manager to every Carbyne customer/Participating Entity, responsible for managing Carbyne sales and delivery of software, partnering with Carbyne experts during the implementation training phases, and providing supplementary technical support on an ongoing basis. TXAT will serve as a Participating Entity's primary contact, offering 24/7 customer support, with full access to Carbyne's internal technical service support networks, in-person and online.  Similar to its collaboration with Carbyne sales engineers, TXAT works closely with Carbyne software engineers to identify trends and potential improvements and anticipates the needs of its customers, providing proactive and timely service as appropriate.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Even before TXAT LLC receives an order, TXAT assigns a Project Manager to the Participating Entity. Quotes, purchase orders, sales orders and invoicing are managed through TXAT's Project Manager. The Project Manager is responsible for conducting an on-site visit (if requested) with the Participating Entity and providing the delivery, software implementation and training schedule to the Participating Entity. TXAT will manage software delivery and training, which is then supplemented by Carbyne software expert trainers, at no additional cost to the consumer - see sample training schedule attached with this proposal.	*

30	Describe your product implementation strategy. If utilizing installation partners, describe and define their role in the strategy.	<p>TXAT's Project Manager maintains a schedule for Carbyne software implementation, in accordance with Carbyne's directives.</p> <p>Carbyne APEX deployments take a minimum of 6 months to complete. Project phases and timeframes are broken out as follows:</p> <p>Phase 1: Initiation - 2 weeks   Initiation includes sales handover, internal and external kickoff meetings, team assignments and the preparation required to begin project work.</p> <p>Phase 2: Data Collection - 4 weeks   During Data Collection, the team conducts the Site Survey, finalizes the SOW and Project Plans, defines the Bill of Materials (BOM), orders circuits, BOM hardware/software and reviews requirements to deliver by cutover.</p> <p>Phase 3: APEX Buildout - 4 weeks   In the APEX Buildout phase, the professional services team configures the backend of the APEX platform according to the contract requirements.</p> <p>Phase 4: Integrations - 8 weeks   Because the Integration Phase requires the engagement of 3rd party vendors, Carbyne relies on the customer to conduct a handoff to the project team, authorizing all parties to collaborate directly for a smooth implementation. These activities begin early to allow all vendors enough development time as required.</p> <p>Phase 5: Legacy E911 / ESINet Buildout - 12 weeks   In this Phase, Carbyne engineers are finalizing the design and integration of the 911 traffic to the customer's APEX instance in the AWS GovCloud. Direct connect circuits are ordered and installed from the Points of Interconnect (POI) to GovCloud and back to the PSAP.</p> <p>Phase 6: PSAP Deployment - 4 weeks   During the PSAP Deployment Phase Carbyne works with the PSAP regarding hardware that needs to be procured to ensure it meets minimum requirements. All position-based installation is completed including APEX installation on the workstations, headsets, speakers and testing end to end call flows, where possible.</p> <p>Phase 7: Pre-Cut Preparation - 2 weeks   This Phase consists of user training for admins and call takers to be comfortable with the system and ready for cutover. Monitoring and alerting is established and the customer is setup with Zendesk access to report/monitor incidents.</p> <p>Phase 8: Cutover - 1 week   Though cutover itself happens in one day, the week is devoted to final preparation, a Go/Go-No call the day before, and a few days of post cut support.</p> <p>Carbyne and TXAT teams will maintain communication with designated agencies professionals to ensure a seamless product implementation, with Carbyne's most experienced engineers available for support.</p> <p>Collaboration between TXAT and Carbyne is included with all pricing to ensure the end user enjoys a seamless product experience.</p>
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31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>TXAT LLC will assign a Project Manager for each Participating Entity, responsible for providing 24/7 customer support throughout sale, implementation and product employment, in consultation with Carbyne engineers. Software updates are provided according to software update schedules, offered with advance notice.</p> <p>A key focus of our customer service approach is proactive support. with 65% or more of customer issues identified before they impact operations. TXAT and Carbyne engage in real-time monitoring and anomaly detection, remotely, to identify and correct issues. Incident managers are deployed immediately in response to matters that could potentially cause a delay in operations.</p> <p>24/7 Incident Management provided, at no additional cost to the consumer, via Carbyne's direct support system:</p> <p>The Carbyne Network Operations Center (NOC) staff operates 24 hours a day, 7 days a week, 365 days a year to monitor and support the platform system health including:</p> <ul style="list-style-type: none"> <li>• Cloud services and infrastructure</li> <li>• Carbyne platform</li> <li>• Third-party platform services integrated with the platform</li> </ul> <p>The NOC will dispatch and alert our support teams worldwide in an automated "follow the sun" mode, to help expedite response time, and recovery from the relevant region with around the clock alerting and escalating procedures to meet our Support Services obligations.</p> <p>Customers can submit a Support Services ticket by contacting Carbyne as described below. The NOC will assign an initial tier of Support Services based on the information provided and will keep Customers informed of the repair status regularly until the ticket is closed.</p> <p>Customers can communicate with our Support Services team by:</p> <ul style="list-style-type: none"> <li>• Email (support@carbyne.com)</li> <li>• Secure customer internet portal (ZenDesk)</li> <li>• Phone: U.S. Support (24/7/365) - +1 (888) 246-5608</li> </ul>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	TXAT LLC will supplement Carbyne's existing sales capabilities, supporting product expansion into every major locality in the United States.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	TXAT LLC provides unique expertise to Carbyne's existing customer networks insofar as it employs experts who will manage the export of software into the Canadian markets, ensuring compliance with international trade requirements.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Not applicable, as TXAT will offer Carbyne products throughout the United States.	*
35	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Not applicable.	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Currently, there are no specific requirements or restrictions related to delivering Carbyne products and services to participating entities in Hawaii, Alaska, and/or US Territories. TXAT will work with participating entities to ensure workstation hardware meets our standard technical requirements which includes items like RAM and memory recommendations for optimal solution performance.	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *	
38	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>TXAT LLC supplements Carbyne's existing marketing strategies with emphasis on product and brand awareness, lead generation, and competency as a leader in public safety technology. Co-marketing strategies are primarily implemented through digital marketing; paid advertising via social media; co-branded TXAT and Carbyne landing pages with lead generation forms and demonstration requests; event, trade show and conference participation; and content-driven education initiatives and speaking presentations. TXAT and Carbyne collaborate via LinkedIn, Facebook, Instagram and X to promote TXAT's Carbyne sales.</p> <p>Upon award, each strategy will feature the Sourcewell logo and contract, linked with eligibility requirements for existing and future Participating Entities. A representative co-branded product brochure is included with this proposal. Website: <a href="http://www.tx-at.com/products">www.tx-at.com/products</a>.</p>	*
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	TXAT hosts a co-branded landing page featuring Carbyne product information, designed to educate customers and promote the efficiency Carbyne 911 software offers to government agencies. TXAT will promote products through its social media networks, including through the use of paid advertise, all of which are capable in incorporating Sourcewell information. Each promotion will feature lead generation opportunities for direct contact with Government sales contacts. Additional digital campaigns involve email campaigns and promotion videos, including co-branded TXAT/Carbyne, featured via Carbyne's existing YouTube channel.	*
40	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	TXAT assumes full responsibility for communicating its Carbyne partnership and product capabilities to Sourcewell Participating Entities through its sales and marketing teams. It is similarly responsible for educating current and future Participating Entities on eligibility requirements. TXAT will prominently feature its awarded Sourcewell contract, promoting Sourcewell's efficiency and history of service to the government sector in the United States and Canada, without relying on individual Sourcewell personnel for support.	*
41	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Price quotes are customized for each individual agency. Therefore, the ordering process will be managed via email communication with the TXAT assigned Project Manager. Sourcewell contract activity and sales will then be captured via TXAT's internal ordering mechanism, NetSuite, to ensure proper reporting.	*

**Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)**

Line Item	Question	Response *	
42	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>TXAT offers the comprehensive Carbyne product portfolio built on a multi-layered Software-as-a-Service (SaaS) platform that meets stringent cloud-computing standards and is i3 compliant. APEX is America's first cloud-native call management solution to enable emergency communications specialists to unify the flow of audio and data (video, chat, and map) into a single platform and, from the same platform, distribute essential information to first responders.</p> <p>The Carbyne portfolio is backed by a robust patent portfolio, leverages Artificial Intelligence (AI) and Natural Language Processing (NLP) technologies, and can be deployed in a fraction of the time taken by traditional call handling equipment deployments.</p> <p>Product Portfolio Features:</p> <p>(1) Contact Center Software</p> <p>(a) APEX - Our cloud native contact center flagship product</p> <p>(b) Universe - An over-the-top solution which allows customers to easily deploy Carbyne capabilities on top of legacy solutions</p> <p>(2) API Services</p> <p>(a) Connect - A unique B2B offering which allows businesses to protect customers and employees at a minimal cost</p> <p>(b) ECaaS - Emergency communications as a service, allowing companies to integrate Carbyne capabilities into their products</p> <p>(3) Command &amp; Control</p> <p>(a) Bridge Desk - An integrated command and control system that collects, displays, and alerts on real time data from any organization</p> <p>Platform Description: Carbyne products are the leading emergency solution featuring patented live caller video, caller location, silent instant messaging, and much more, all delivered leveraging industry-leading secure cloud-native architecture.</p> <p>Key features of the Carbyne Platform include:</p>	

- Patented Live Video helps customers save time by triaging calls and doing more with less staff by getting eyes on the scene before sending personnel.
- Caller Location helps customers save time locating callers by quickly seeing their location on screen, so call-takers can send the right personnel to the right location at the right time.
- Instant Messaging can be invaluable to customers whether the caller is in an unsafe environment unable to speak, or simply trying to share a license plate number.
- The Cloud-Native Platform helps customers do away with bulky on-premise servers and other hardware. Our platform simply runs on standard laptops or desktop computers, leaving cloud technology to do the heavy lifting.
- Zero-Trust Security Architecture is an industry-leading security standard used to host our platform, to help ensure data is off-limits to hackers on the internet.

In conjunction with Carbyne APEX and Universe solutions:

- Responder Connect enables sharing of live caller video and caller location with field responders for more effective and efficient emergency response.
- Control Center helps customers manage sites and users, as well as launch Carbyne applications such as Events History, Analytics, Wallboards, and more.
- Events History offers comprehensive records management capturing ongoing and recent calls with location, video, imagery, call transcripts, third-party intelligence data, and more.
- Video Board enables customers to visualize multiple emergency live streams simultaneously featuring audio-visual alerts, recent call playback, pinpoint caller locations, and more.
- Wallboard helps track Key Performance Indicators (KPI's) such as call handling times per queue visually on a centralized dashboard, as well as monitor call-taker status such as status (ready/busy), if they need assistance, and more.
- Analytics helps drive data-driven decision making throughout operations by providing predefined and personalized interactive dashboards, delivering mission-critical insights for executive leadership.

Universe Product Advantages & Capabilities:

As a leading cloud-native emergency over the top handling solution trusted across four continents, Universe supports numerous capabilities (without the need to download an app) including the following:

- On-Demand Device Based Location – These services can be used to locate a caller calling from a mobile phone (providing current location as well as recent location breadcrumbs) whether calling to 9-1-1, 9-8-8, 3-1-1, or even a 10-digit admin number. This location service is initiated automatically on the engagement of a 9-1-1 call. When a caller dials a non-emergency number, Carbyne services can also be utilized to locate the caller. Examples include a lost person, a run-away child, a responder in need of back-up, and more.
- Enhanced Device Location Attributes – When obtaining device-based location, APEX provides the latitude and longitude of the caller, and the civic address, location accuracy, altitude, altitude accuracy, speed, and floor - taking the guesswork out of emergency response.
- Live Caller Video – Video from the caller's smartphone camera can be streamed live to the PSAP after the caller grants permission to use their camera.
- Images from the Caller – Still images from the caller's smartphone can be shared with the PSAP once the Carbyne session has been successfully initiated and the caller grants the necessary permissions.
- Silent Instant Messaging – Silent communication capability can be enabled which allows the caller to chat with the call taker using instant messaging, even if Text-to-911 infrastructure is not yet available. This can be useful when the caller is unable to or should not speak. Today, APEX is the only cloud-native emergency call handling solution deployed in multiple countries globally that provides this safety measure. A chat overlaying the video is unique to Carbyne. This feature is critical when callers are sharing video from the scene and need to chat and not talk or want to take snapshots while in video mode. All Carbyne messages arrive at the caller's device without any audible notifications.
- Responder Connect - Live caller video, caller location, and more are not only a game changer for call takers, but they can also give an invaluable eyes-on-the-scene perspective to field responders like police officers, firefighters, and paramedics to improve their safety and awareness prior to arrival. These capabilities can be added to APEX to improve the safety and effectiveness of emergency response.
- Predefined Messages in Chat – When using instant messaging with the caller, customers can take human error out of the equation by using predefined messages within APEX. These predefined phrases are customized for the PSAP which call takers can search for and select to save time and reduce typographical errors during an emergency.
- Full Incident Recreation – APEX makes available full incident recreation through the Events History service for after-analysis. We will store your data as long as your retention period requires. See caller video, caller location history, instant messages, call transcripts, and more.
- Regular Complimentary Software Upgrades – With APEX, the time to the next software upgrade is a matter of weeks, not years. Best of all, these software upgrades are included at no extra cost.
- Remote Work When Necessary – From COVID to unexpected demand surges to building repairs, there are a number of reasons why customers may need their workforce to work remotely. APEX provides the flexibility for the customer's team to work from any

\*

location of their choice, with Virtual Private Network (VPN) technology to ensure the safety and security of sensitive data.

- Third Party IoT Intelligence Data – For greater situational awareness, APEX includes an Intelligence Pane where call takers can see enhanced ESInet Advanced Data Repository (ADR) data and third-party Internet-of-Things (IoT) data. When available, this includes caller profile, medical information, vehicle telematics, car-crash data, and more.
- Imperial & Metric System Support - Based on the center's preference, APEX can display readings in Imperial (e.g. feet and mph) or Metric (e.g. meters and kph) units as desired.

#### APEX Product Advantages & Capabilities:

As the leading cloud-native emergency call handling solution, APEX supports all of the same capabilities as Universe in addition to the following:

- Two-Way Native Language Translation - Voice transcription and text language translation will assist call takers when receiving calls from non-English speaking visitors to the community. In addition, Apex will provide automatic translation of the call taker's speech from English to the caller's detected language.
- Call Triage - Uses Natural Language Processing technology to communicate with callers via voice when call volume spikes. Numerous benefits include reduction of redundant and abandoned calls, decrease number of calls in queue, mitigate staffing challenges during peak times and most importantly, the ability to help the most urgent callers first.
- Automated Abandoned Call Management - Streamlining the management of abandoned 9-1-1 calls by utilizing automation. The system will prompt the caller to either initiate an emergency call or to disconnect if the call was made in error.
- Integrated Text-To-911 and TTY/RTT – With APEX, a unified chat pane consolidates messages from the caller sent via Carbyne instant messaging, Text-to-911, TTY (Teletype), and RTT (Real-Time-Text) to support callers with a speech or hearing impairment.
- Closed Captioning – Whether the caller is a non-native English speaker or they are having a hard time accurately describing the situation to the call taker during their moment of panic, the closed captioning feature of APEX powered by Natural Language Processing (NLP) technology enables the call taker to confirm the caller's verbal statements and improve the speed of emergency response.
- Advanced Analytics – APEX also serves three business needs including reporting, monitoring, and data-driven decision making through the Analytics service. Analytics include call volume, call answer time, queue ring time, abandoned calls, agent performance, and agent time statistics. This data can be visualized in pie charts, bar graphs, and tables on a per-queue basis when appropriate.
- Remote Monitoring – APEX includes powerful remote monitoring capabilities without having to be physically next to the call taker. Supervisors can use whisper mode, barge mode, and full station mirroring (live video, instant messaging, caller location, and more) from the convenience of their office or remote work location.
- Cloud-Native Emergency Call Handling - Never let the life-saving operations of a PSAP be interrupted by earthquakes, floods, fires, and other catastrophes. With APEX, customers get the industry leading cloud-native emergency call handling solution, ensuring they are always operational. APEX also features Zero Trust Architecture security so customers' sensitive data is off limits to hackers on the internet.
- Region Failover – With APEX, as dictated by the customer, the platform is replicated across multiple geographically separated regions across the country. As a result, if a catastrophe impacts an entire region (e.g. east coast), APEX automatically detects these outages and resumes service from an entirely separate region (e.g. west coast). All that call takers have to do is log in to the system to resume their operations.
- Automatic Call Distribution (ACD) – Achieve reduced call waiting time, faster call resolution, and increased productivity using Automatic Call Distribution (ACD) featuring skill-based routing within APEX. Call distribution methods include simultaneous call distribution (ring-all), most available agent (longest idle), and more. Turn on the auto-answer calls feature to route calls directly to the next available call taker automatically. These features help a PSAP comply with NENA's standard of 90% of calls answered within 15 seconds and 95% of calls answered within 20 seconds.
- Call Conferencing and Attended Call Transfer – Seamlessly transfer incoming 9-1-1 emergency call information using APEX to a different PSAP configured in the system including ANI/ALI as well as ESInet i3 PIDF-LO (Presence Information Data Format - Location Object) and ADR (Additional Data Repository) data with enhanced stability in the event of network errors. Transfer methods also include SIP URI address (e.g. sip:username@host:port)
- Agent Assistance Alert – If a call taker requires assistance, they can immediately press a button on their APEX screen to virtually raise a hand without leaving their desk. The supervisor's station and the Carbyne Wallboard screen indicate the call taker's seat position on a map so they can provide prompt assistance to keep life-saving operations running without interruption.
- Recorded Announcements – To keep callers informed when they call 9-1-1 or a non-emergency line, APEX can play a recorded announcement repeatedly until the call is answered by a call taker. This recorded announcement can also be played when a call is parked via APEX.
- ESInet LoST Service Support – To support cross-jurisdiction emergency call transfers, APEX supports the ESInet LoST (Location to Service Translation) protocol, mapping the caller's device location to the agency responsible for that jurisdiction. If the call has to be

		<p>transferred out to a neighboring jurisdiction, APEX displays dynamic speed dial options marked with a red dot for the call taker's convenience. If the call is being transferred in from a neighboring jurisdiction, APEX notifies the call taker accordingly.</p> <ul style="list-style-type: none"> <li>• Instant Replay With Station Permissions – Review the specifics of a call that has ended recently, including video footage, voice call recording, closed captioning, and more without leaving the APEX user interface.</li> <li>• Audio Input &amp; Output Selection – To ensure an optimal call-taking experience, APEX can configure different audio input and output devices for a PSAP including call input device, call output device, and APEX audio (e.g. ringing, alerts, media playback).</li> <li>• Light Pole Status Indicator - For centers that have light poles at each station with colored lights indicating a call taker's status (in a 9-1-1 call, on a radio call, available), APEX supports the ability to change the light pole colors dynamically.</li> <li>• Audio Arbitration Box Integration - For centers whose multi-skilled call takers handle calls as well as radio dispatch, APEX features the Carbyne Audio Trigger Module (CATM) which relays call audio to the center's Radio Console Arbitration Box (RCAB) and to the call-taker's headset. CATM also notifies the RCAB of active/non-active call status to support audio arbitration between APEX and the radio.</li> <li>• Multi-Jurisdictional Support - For emergency communication districts responsible for more than one jurisdiction, APEX can meet these needs by enabling cross-jurisdictional setup and collaboration.</li> </ul>	
43	Describe any technological advances that your proposed solutions offer.	<p>Carbyne technology is built in the cloud for quick solutions, fast integrations, and critical redundancy using an interface that keeps call management top of mind. Through the power of one platform, Carbyne enables call centers to collect and quickly distribute information. As described above and in the product brochures, Carbyne software takes advantage of technological updates, regularly implementing product enhancements at no cost to the customer.</p> <p>TXAT's proposed Carbyne software solutions offer government agencies cloud-native emergency call handling solutions, featuring patented live caller video, on-demand pinpoint caller location, silent instant messaging, and much more - all delivered via a state-of-the-art cloud-native architecture. Carbyne software innovations include transcription, translation, call triage, responder connect, video board, wallboards, analytics, and more help customers save time, save money, improve safety, and surpass their KPIs.</p> <p>Detailed descriptions of the technology offered via the Contact Center Software (APEX and Universe); API Services (Connect and ECaaS); and Command &amp; Control (Bridge Desk) are included in the product informational brochures attached to this proposal.</p>	*
44	Demonstrate your solution's capabilities in data privacy, integrity, storage and protection standards, and the adherence of your products and services to applicable cybersecurity and industry standards, such as but not limited to the requirements of the Criminal Justice Information Services (CJIS), the Health Insurance Portability and Accountability Act (HIPAA), etc.	<p>The Carbyne cloud service is based on AWS, which provides top industry security measures and is compliant with certifications like SOC2+, ISO 27001, HIPAA, and CSA STAR Level 1.</p> <p>Attached with this proposal is a White Paper offering additional details on this subject.</p>	*
45	Describe your data backup and recovery solutions.	<p>Carbyne's products are deployed in AWS GovCloud US as redundant active-active instances with high availability. Within the AWS GovCloud U.S. East and West regions (geographically diverse locations), six Availability Zones (specialized AWS data centers) host the APEX service instances. These Availability Zones are interconnected with high bandwidth, low latency networks that allow call state and other critical data to be replicated in real time. This infrastructure provides resilience to failures of APEX instances as well as failures of entire Availability Zones without the loss of call signaling or media from the ESInet service provider or to the APEX client application. In the unlikely event that an entire region has failed (three Availability Zones), the APEX system provides disaster recovery capabilities to the surviving region (i.e., West). In this instance, network routing logic is updated, the APEX client applications are redirected, and existing calls are re-presented to the PSAP.</p>	
46	Demonstrate your connectivity, interoperability and integration capabilities between your offered solution(s) and other software systems.	<p>TXAT offers a comprehensive software solution in the form of a Carbyne dispatch platform, as described in the attached product brochures. Carbyne's Universe product....see updated 2025 catalog with product breakdown including required and optional components.</p>	
47	Describe any "green" initiatives that relate to your company or to your solutions, and include a list of the certifying agency for each.	<p>While the offered solutions do not specifically support certified "green" initiatives or energy conservation efforts, TXAT is committed to limiting its energy footprint by taking advantage of cloud services and technology across the board.</p>	



48	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Not applicable.	*
49	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>Carbyne offers a comprehensive product portfolio built on a multi-layered Software-as-a-Service (SaaS) platform that meets stringent cloud-computing standards and is i3 compliant. Carbyne created APEX as America's first cloud-native call management solution to enable emergency communications specialists to unify the flow of audio and data (video, chat, and map) into a single platform and, from the same platform, distribute essential information to first responders. The Carbyne portfolio is backed by a robust patent portfolio, leverages Artificial Intelligence (AI) and Natural Language Processing (NLP) technologies, and can be deployed in a fraction of the time taken by traditional call handling equipment deployments.</p> <p>TXAT's commitment to emergency communication centers include:</p> <ul style="list-style-type: none"> <li>• Keeping you up and running as embodied by our 99.999% availability. Carbyne software architecture is supported by AWS GovCloud with two GovCloud regions and a total of six Availability Zones with 12 data centers to provide maximum redundancy.</li> <li>• Carbyne products have earned a Net Promoter Score of 94, compared to the industry average of 40.</li> <li>• Carbyne software improves efficiency of emergency response as exemplified by our ability to deliver up to 87% faster call location for customers.</li> </ul> <p>Many solutions in the public safety industry are on-prem solutions that require a lot of expensive hardware or are on-prem solutions that have been converted to cloud hosted solutions.</p> <p>Sourcewell participating entities will benefit with Carbyne's cloud-native emergency call handling solutions, featuring patented live caller video, on-demand pinpoint caller location, silent instant messaging, and much more - all delivered via a state-of-the art cloud-native architecture. Carbyne innovations such as transcription, translation, call triage, responder connect, video board, analytics, and more help Sourcewell participating entities save time, save money, improve safety, and surpass their KPIs.</p>	*



**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment	
50	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	No.	*
51		Minority Business Enterprise (MBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	TXAT LLC is a minority business enterprise and has been certified by the Texas Comptroller's Office as a HUB, based on this status, for many years. While TXAT's renewal certification is currently delayed due to internal office processing delays, TXAT anticipates offering its current certification as soon as it is available. TXAT's recently expired HUB certification is attached with this proposal.	*
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No.	*
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No.	*
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No.	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No.	*
56		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No.	*
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No.	*
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No.	*

**Table 6A: Pricing (400 Points, applies to Table 6A and 6B)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Net 30 payment terms by check, ACH are preferred. Other options available on case by case basis.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	Financing options may be negotiated on a case-by-case basis, depending on the size of the customer and implementation plan.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	A copy of Carbyne's Support Terms and Service Level Agreement is attached for review. Purchase and sales order are standard for each transaction.	*
62	Explain your licensing process and the service agreements required of end users.	A copy of Carbyne's Support Terms and Service Level Agreement is attached for review.	*
63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	P-cards may be accepted upon request.	*

64	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.	TXAT is offering Participating Entities at least a 10% discount off the attached 2025 Product List Pricing and further guarantees it will match any pricing offered by Carbyne via direct sales.	*
65	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.	The pricing model represents a 10% discount off MSRP pricing for the offered solutions.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	Price quotes are offered on a case-by-case basis and will include quantity and/or volume discounts, where available.	*
67	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	Price quotes are offered on a case-by-case basis.	*
68	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.	All pricing is included in pricing document. Additional hardware may be available or recommended through third parties in coordination with TXAT and Carbyne suppliers.	*
69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	No freight, delivery or shipping charges will be added to orders for Carbyne software solutions.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	No freight, delivery or shipping charges will be added to orders for Carbyne software solutions.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Distribution methods are arranged on a case-by-case basis.	*
72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	TXAT is self-audited via an internal NetSuite accounting platform. This software will also manage pricing and administrative fees related to sales to Participating Entities.	*
73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Success can be measured by several metrics, number of inquiries, quotes, purchases, close rate, etc. TXAT metrics will be tracked via an internal NetSuite accounting platform.	*
74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	TXAT proposes a 2% administrative fee.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	TXAT, in furtherance of its partnership with Carbyne, is offering pricing that guaranteed to match Carbyne's direct sales for this contract.	*

**Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A through 7D)**

Line Item	Question	Response *
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>The Carbyne products included in this offer address several of the products requested in Category 1, Public Safety Response - Agency Situational Awareness software.</p> <p>The entire Product Portfolio includes:</p> <p>(1) Contact Center Software</p> <p>(a) APEX - Our cloud native contact center flagship product</p> <p>(b) Universe - An over-the-top solution which allows customers to easily deploy Carbyne capabilities on top of legacy solutions</p> <p>(2) API Services</p> <p>(a) Connect - A unique B2B offering which allows businesses to protect customers and employees at a minimal cost</p> <p>(b) ECaaS - Emergency communications as a service, allowing companies to integrate Carbyne capabilities into their products</p> <p>(3) Command &amp; Control</p> <p>(a) Bridge Desk - An integrated command and control system that collects, displays, and alerts on real time data from any organization</p> <p>Carbyne's Events History feature falls under Category 2. Accordingly, TXAT has proposed Carbyne's complete product line under Category 3, Comprehensive Solutions.</p> <p>Attached, and a part of TXAT's co-branded Carbyne marketing materials, is a product catalog describing each of these components in more detail.</p>
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Within Category 1. Public Safety Response - Agency Situational Awareness. Carbyne products fulfill the following subcategory:</p> <ul style="list-style-type: none"> <li>• Mapping - Google Maps embedded in our platform</li> <li>• Asset Tracking and Location - Bridge Desk</li> <li>• Public safety focused data and analysis applications - Video, image and device based location are available through APEX and Universe. We also have an open API to support additional capabilities and technologies participating agencies may have contracted with other vendors.</li> </ul> <p>Within Category 2. Public Safety Response - Agency Operations. Carbyne products fulfill the following subcategory:</p> <ul style="list-style-type: none"> <li>• Digital and physical evidence management - Events History will store digital evidence related to each 9-1-1 call with video, image, and call transcription (if contracted).</li> </ul>

**Table 7B: Category 1. Public Safety Response - Agency Situational Awareness. Proposers selecting Category 1 are ONLY able to provide one (1) or a combination of solutions below (Line 78 - 83). \*See the Appendix in the RFP for further information.**

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

☒ We will not be submitting for Table 7B: Category 1. Public Safety Response - Agency Situational Awareness. Proposers selecting Category 1 are ONLY able to provide one (1) or a combination of solutions below (Line 78 - 83). \*See the Appendix in the RFP for further information.

Line Item	Category or Type	Subcategory	Offered *	Comments	
78	Incident command and management	Incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.	<input type="radio"/> Yes <input type="radio"/> No		*
79	Mapping	Vertical location, indoor, outdoor	<input type="radio"/> Yes <input type="radio"/> No		*
80	Asset tracking and location	Personnel, vehicles, controlled substances, equipment, etc.	<input type="radio"/> Yes <input type="radio"/> No		*
81	Community notifications	Evacuations, minor crime reporting, shelter in place, etc.	<input type="radio"/> Yes <input type="radio"/> No		*
82	One-to-one and one-to-many collaboration and coordination	SMS, push to talk, video, voice, etc.	<input type="radio"/> Yes <input type="radio"/> No		*
83	Public safety focused data and analysis applications	Video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration	<input type="radio"/> Yes <input type="radio"/> No		*

**Table 7C: Category 2. Public Safety Response - Agency Operations. Proposers selecting Category 2 are ONLY able to provide one (1) or a combination of solutions below (Lines 84 - 92). \*See the Appendix in the RFP for further information.**

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

☒ We will not be submitting for Table 7C: Category 2. Public Safety Response - Agency Operations. Proposers selecting Category 2 are ONLY able to provide one (1) or a combination of solutions below (Lines 84 - 92). \*See the Appendix in the RFP for further information.

Line Item	Category or Type	Subcategory	Offered *	Comments	
84	Pre-incident planning software	Fire prevention related inspections and enforcement	<input type="radio"/> Yes <input type="radio"/> No		*
85		Operational management (scheduling, training, compliance, etc.)	<input type="radio"/> Yes <input type="radio"/> No		*
86		Data analytics to inform staffing, deployment, station location, budget, and other management decisions.	<input type="radio"/> Yes <input type="radio"/> No		*
87	Incident/post-incident software	CAD, RMS for law enforcement, fire, and EMS	<input type="radio"/> Yes <input type="radio"/> No		*
88		Electronic Patient Care Reporting (ePCR) and data transfer to hospitals	<input type="radio"/> Yes <input type="radio"/> No		*
89		Digital and physical evidence management	<input type="radio"/> Yes <input type="radio"/> No		*
90		E-citation systems	<input type="radio"/> Yes <input type="radio"/> No		*
91		Law enforcement case management	<input type="radio"/> Yes <input type="radio"/> No		*

**Table 7D: Category 3. Comprehensive Solutions. Proposers selecting Category 3 can provide one (1) or a combination of solutions in BOTH Category 1 and Category 2 (Lines 93 - 109). \*See the Appendix in the RFP for further guidance.**

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

☐ We will not be submitting for Table 7D: Category 3. Comprehensive Solutions. Proposers selecting Category 3 can provide one (1) or a combination of solutions in BOTH Category 1 and Category 2 (Lines 93 - 109). \*See the Appendix in the RFP for further guidance.

Line Item	Category or Type	Subcategory	Offered *	Comments	
92	Category 1 - Public Safety Response Agency Situational Awareness		<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes. See included product catalog for descriptions.	*
93	Incident command and management	Incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes. See included product catalog for descriptions.	*
94	Mapping	Vertical location, indoor, outdoor	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes. See included product catalog for descriptions.	*
95	Asset tracking and location	Personnel, vehicles, controlled substances, equipment, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes. See included product catalog for descriptions.	*
96	Community notifications	Evacuations, minor crime reporting, shelter in place, etc.	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered.	*
97	One-to-one and one-to-many collaboration and coordination	SMS, push to talk, video, voice, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes. See included product catalog for descriptions.	*
98	Public safety focused data and analysis applications	Video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes. See included product catalog for descriptions.	*
99	Category 2 - Public Safety Response Agency Operations		<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered.	*
100	Pre-incident planning software	Fire prevention related inspections and enforcement	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered.	*
101		Operational management (scheduling, training, compliance, etc.)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered.	*
102		Data analytics to inform staffing, deployment, station location, budget, and other management decisions.	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered.	*
103	Incident/post-incident software	CAD, RMS for law enforcement, fire, and EMS	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered.	*
104		Electronic Patient Care Reporting (ePCR) and data transfer to hospitals	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered.	*
105		Digital and physical evidence management	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes. See included product catalog for descriptions, including Events History management.	*
106		E-citation systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered.	*
107		Law enforcement case management	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered.	*



## Exceptions to Terms, Conditions, or Specifications Form

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

### Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Carbyne 2025 Price List.pdf - Monday March 03, 2025 14:05:09
  - [Financial Strength and Stability](#) - TXAT Bank Reference Letter.pdf - Monday March 03, 2025 14:08:29
  - [Marketing Plan/Samples](#) - TXAT & Carbyne Product Overview.pptx - Monday March 03, 2025 16:45:55
  - [WMBE/MBE/SBE or Related Certificates](#) - HUB Certificate.pdf - Monday March 03, 2025 16:48:50
  - [Standard Transaction Document Samples](#) - APEX Sample Training Plan.pdf - Tuesday March 04, 2025 07:10:34
  - [Requested Exceptions](#) - Sourcewell Exceptions to Master Agreement 3.4.25.pdf - Tuesday March 04, 2025 09:35:17
  - [Upload Additional Document](#) - Sourcewell\_TXAT Authorized Reseller Letter.Carbyne\_27Feb2025.docx.pdf - Monday March 03, 2025 16:33:41

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
  - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
    - (i) Those prices;
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
  - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. 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, 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. - Karen Berggren, Senior Manager, Contracts and Compliance, TXAT 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 obligations contemplated in the solicitation proposal.

☒ Yes    ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_12_Public_Safety_Software_RFP030425 Mon February 24 2025 04:31 PM	<input checked="" type="checkbox"/>	4
Addendum_11_Public_Safety_Software_RFP030425 Fri February 21 2025 08:25 AM	<input checked="" type="checkbox"/>	2
Addendum_10_Public_Safety_Software_RFP030425 Wed February 19 2025 02:57 PM	<input checked="" type="checkbox"/>	2
Addendum_9_Public_Safety_Software_RFP030425 Wed February 12 2025 04:18 PM	<input checked="" type="checkbox"/>	2
Addendum_8_Public_Safety_Software_RFP030425 Mon February 10 2025 10:04 AM	<input checked="" type="checkbox"/>	2
Addendum_7_Public_Safety_Software_RFP030425 Mon February 3 2025 04:39 PM	<input checked="" type="checkbox"/>	4
Addendum_6_Public_Safety_Software_RFP030425 Fri January 31 2025 10:29 AM	<input checked="" type="checkbox"/>	2
Addendum_5_Public_Safety_Software_RFP030425 Wed January 29 2025 03:58 PM	<input checked="" type="checkbox"/>	2
Addendum_4_Public_Safety_Software_RFP030425 Fri January 24 2025 11:47 AM	<input checked="" type="checkbox"/>	2
Addendum_3_Public_Safety_Software_RFP030425 Tue January 21 2025 02:21 PM	<input checked="" type="checkbox"/>	3
Addendum_2_Public_Safety_Software_030425 Fri January 17 2025 03:35 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Public_Safety_Software_030425 Fri January 17 2025 10:38 AM	<input checked="" type="checkbox"/>	1