



MASTER AGREEMENT #030425
CATEGORY: Public Safety Software
SUPPLIER: SoundThinking, Inc.

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 SoundThinking, Inc., 39300 Civic Center Drive, Suite 300, Fremont, CA 94538 (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 will function in accordance with the Supplier's specifications. Suppliers standard warranties will be set forth in the Supplier's agreement with the Participating Entity.
- 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 shall, at its expense, indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of the negligence, or wrongful 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. Supplier shall not be required to indemnify Sourcewell for any such claims or causes of action to the extent caused by the negligence, or wrongful act or omission of Sourcewell or its employees. 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). 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

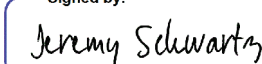
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

Sourcwell

Signed by:

 By: C0FD2A139D06489...

 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 7/15/2025 | 2:56 PM CDT

SoundThinking, Inc.

DocuSigned by:

 By: 5A2E233158A94FE...

 Roxanne Lerner
 Title: Director of Contracts
 Date: 7/15/2025 | 12:13 PM PDT

RFP 030425 - Public Safety Software

Vendor Details

Company Name: SoundThinking, Inc

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

Address: 39300 CIVIC CENTER DRIVE
SUITE 300
Fremont, California 94538

Contact: Karen Isotalo

Email: kisotalo@soundthinking.com

Phone: 510-298-8668

Fax: 510-358-6822

HST#: 470949915

Submission Details

Created On: Friday January 17, 2025 13:39:30

Submitted On: Monday March 03, 2025 07:59:24

Submitted By: Don Lashley

Email: salesops@soundthinking.com

Transaction #: 28146ad1-5ff1-403c-8865-cdb262902708

Submitter's IP Address: 147.243.236.44

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.	SoundThinking, Inc.	*
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).	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	37BG4	*
5	Provide your NAICS code applicable to Solutions proposed.	334290,541519, 922190, 922120, 922190, 813319	
6	Proposer Physical Address:	39300 Civic Center Drive, Suite 300 Fremont, California 94538	*
7	Proposer website address (or addresses):	www.soundthinking.com	*
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):	Roxanne Lerner, Director of Contracts, rlerner@soundthinking.com, 510-468-5858	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Robert McGrath, Vice President Sales – Western Region salesops@soundthinking.com, 858.356.8029	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Don Lashley, Senior Proposal Manager, salesops@soundthinking.com, 510.358.6822	*

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

Line Item	Question	Response *
-----------	----------	------------

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>SoundThinking's purpose is to earn the trust of law enforcement to help them provide equal protection for all and strengthen the police-community relationship, ultimately improving public safety. The community is at the heart of our business. Helping law enforcement make communities safer is not just a job. We are passionate about how our products contribute to a safer world and that is ingrained in the culture of our company.</p> <p>SoundThinking is a public safety technology company that combines transformative solutions and strategic advisory services for sound decisions, to make neighborhoods safer and improve community confidence. Founded in 1995 as ShotSpotter, Inc., SoundThinking has been providing gunshot detection solutions since its inception. SoundThinking is the world leader in gunshot detection, with over 1,000 square miles operational; more than 14 million incidents reviewed; and 40 issued patents. SoundThinking is a publicly traded corporation (NASDAQ: SSTI) with approximately 300 full-time employees and is headquartered in Fremont, California.</p> <p>The SafetySmart Platform brings together specialized software and objective data to help law enforcement and civic leadership better protect their communities by ensuring the right resources are provided when and where they're needed most.</p> <p>The following provides an overview of SoundThinking's history and growth.</p> <p>1995: SoundThinking (formerly ShotSpotter) founded by Dr. Robert Showen. With over 30 years of acoustic and geophysics experience, it was Dr. Showen's vision to help curb gunfire that led him to design the ShotSpotter gunshot detection system.</p> <p>1996: The US Patent Office granted SoundThinking its first patent</p> <p>2011: SoundThinking opened the Incident Review Center (IRC) allowing SoundThinking to publish or dismiss detected gunshots with a higher level of accuracy</p> <p>2014: Cape Town, South Africa became SoundThinking's first international SaaS customer</p> <p>2016: SoundThinking formed our Customer Success Team to assist all customers in maximizing the value of the ShotSpotter service</p> <p>2017: SoundThinking achieved a World Class Net Promoter Score (NPS) of 55%</p> <ul style="list-style-type: none"> • SoundThinking became a publicly traded company (NASDAQ: SSTI) <p>2018: SoundThinking acquired HunchLab technology and introduced a proactive patrol management solution (formerly Connect, now ResourceRouter™)</p> <ul style="list-style-type: none"> • SoundThinking won the Noble Technology Award from National Organization of Black Law Enforcement Executives • SoundThinking won AST Homeland Security Award for Best Gunshot Detection System • Kruger National Park in South Africa went live with ShotSpotter in the park's iconic Intensified Protection Zone (IPZ) <p>2019: SoundThinking received approval from the Oakland City Council and unanimous approval for use of its gunshot detection technology from the Oakland Privacy Advisory Commission (PAC)</p> <ul style="list-style-type: none"> • SoundThinking deployed its first sensors in Malaysia in an effort to reduce blast fishing, save the coral reef, and ensure local food security <p>2020: SoundThinking acquired LEEDS, LLC and assumed responsibility for case management within the New York Police Department. With this strategic acquisition, SoundThinking added case management technology to its SafetySmart platform.</p> <ul style="list-style-type: none"> • Rangers from Kruger National Park reported nearly 60% reduction in the number of rhinos killed within the ShotSpotter coverage area <p>2021: SoundThinking won the AST Homeland Security Award for Best Gunshot Detection System for fourth consecutive year</p> <ul style="list-style-type: none"> • SoundThinking introduced two new applications: CaseBuilder™ and CaseBuilder Crime Gun™ focused on gun crime management <p>2022: SoundThinking acquired Forensic Logic, LLC and their COPLINK X solution (now CrimeTracer™), an investigative search engine and analytics tool</p> <ul style="list-style-type: none"> • SoundThinking introduced our Data for Good program, designed to use ShotSpotter data to identify communities experiencing high levels of gunfire violence and assist community providers to deliver timely support and intervention <p>2023: SoundThinking introduced our SafetySmart platform, a suite of products that provide law enforcement agencies with better information, to enable better decisions, and drive better outcomes</p> <ul style="list-style-type: none"> • SoundThinking acquired SafePointe, an intelligent weapons detection provider. SafePointe extends the power of our SafetySmart platform with a proven artificial intelligence-based, low profile, contactless weapons detection solution
12	What are your company's expectations in the event of an award?	Providing alternative cooperative purchasing vehicle to prospective customers.

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.	SoundThinking is a publicly traded company on the NASDAQ (SSTI). Financial statements are filed with the SEC and are available for inspection. SoundThinking is financially stable and fully capable to undertake this project. As a publicly traded company, financial information is always available at https://ir.soundthinking.com/financial-information .	*
14	What is your US market share for the Solutions that you are proposing?	30% of US public safety agencies needing solutions to address gun violence in their jurisdiction.	*
15	What is your Canadian market share for the Solutions that you are proposing?	0%	*
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.	N/A	*
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?	SoundThinking, Inc. is the worldwide sole source vendor of the ShotSpotter service, a wide-area Gunshot Detection, Location, and Forensic Analysis Service. As the developer, manufacturer, and sole service provider, SoundThinking employs a direct sales and service force for all customers. SoundThinking does not currently use a dealer network in delivering products and services proposed in this RFP. All sales and service individuals are employees of SoundThinking.	*
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.	N/A	*
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.	N/A	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	AST Homeland Security Award – Best Gunshot Detection System (2020, 2019, 2018), 5th consecutive year listed on GovTech 100, Great Place to Work Certified Feb 2021 – Feb 2022 USA.	*
21	What percentage of your sales are to the governmental sector in the past three years?	99%	*
22	What percentage of your sales are to the education sector in the past three years?	1%	*
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?	N/A	*
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?	N/A	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Newport News Police Department, Virginia	Asst. Chief Brandon Creswell	757.813.8389	*
Miami-Dade County Sheriff's Office, Florida	Sergeant Riki Greenbaum	305.596.8455	*
Albuquerque Police Department, New Mexico	Director Anthony Montano	505.924.3592	*

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

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	27 full-time direct employees	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	N/A	*
28	Service force.	74 full-time direct employees	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	No orders will be handled by distributors, dealers, or others. All orders are processed through SoundThinking Regional Sales Directors.	*

30	Describe your product implementation strategy. If utilizing installation partners, describe and define their role in the strategy.	<p>Prior to contract execution, a SoundThinking Customer Success Director will work with the Agency's project team to plan the onboarding process, beginning with an onsite Customer Kick-Off Meeting with all stakeholders. The teams will review the program objectives, lay out the key implementation steps, agree on a targeted activation date (go-live), and establish a protocol for ongoing communication throughout the onboarding process. SoundThinking will schedule biweekly status calls with the Agency's Program Manager and other project leaders to maintain regular communication throughout the implementation process. The Implementation process is detailed in the sample SoundThinking Master Services Agreement.</p> <p>ShotSpotter Concurrent with the sensor design and deployment activities, SoundThinking will provide a series of onboarding services to prepare the Department to maximize the value of the ShotSpotter service. These standard onboarding steps will be refined to best serve the Agency team and ShotSpotter users. SoundThinking onboarding services are designed to:</p> <ul style="list-style-type: none"> • Ensure successful ShotSpotter service activation (go-live) • Ensure full use of the features and functions available with the ShotSpotter service • Ensure that the Agency's Best Practices are refined, as needed, to respond most effectively to the gun crime intelligence data being delivered for the coverage area • Track and monitor the efficacy of the ShotSpotter service <p>SoundThinking has assembled a Customer Success Team of professionals with more than 275 years of combined law enforcement experience. The mission of this team of Consultants, Trainers, and Analysts is to maximize customer success with the ShotSpotter service. This team is available to our customers both pre- and post-production to advise, train, and guide them on the most effective use of the tools and services available with the ShotSpotter solution. The following provides a high-level overview of SoundThinking's standard Customer Onboarding Services, which will be tailored to support the Agency.</p> <p>ResourceRouter SoundThinking will provide a series of onboarding services to prepare the Agency to maximize the value of the ResourceRouter crime risk and resource management system. These standard onboarding steps will be refined to best serve the Agency and the ResourceRouter users. ResourceRouter onboarding services are designed to:</p> <ul style="list-style-type: none"> • Ensure successful ResourceRouter deployment (go-live) • Ensure full use of the ResourceRouter features and functions • Ensure the Agency's Best Practices are refined, as needed, to respond most effectively to the crime risk and resource management data being delivered for the coverage area • Maximize the value of the ResourceRouter service to the police department and the citizens <p>CaseBuilder Effective engagement of the appropriate Agency and SoundThinking resources and subject matter experts (SMEs) is essential to the success of the Agency's Project. The Agency's Project team should include staff experienced in the Agency's current case management system operation, administration, workflows, approval processes, and reporting needs. These SMEs will be engaged from project initiation through go-live and may be involved in post go-live support and system maintenance. The SoundThinking Implementation Manager schedules and conducts a remote project kickoff session with the Agency to review the implementation process and demonstrate CaseBuilder.</p> <p>SoundThinking reviews the Agency's existing and desired workflow for each module to determine configuration requirements.</p> <p>CrimeTracer SoundThinking will implement an interface between CrimeTracer and the Agency's RMS to create an active data pipeline. The proposed interface includes a one-time configuration of the data ingestion between the Agency's RMS and CrimeTracer. The interface development process involves the following steps:</p> <ul style="list-style-type: none"> • Establishing data access • Data mapping • Data validation and quality assurance • Data deployment to production • Post-production support <p>Due to the critical dependency between SoundThinking obtaining access to the Agency's data and subsequent project tasks (i.e., data mapping, ingestion, validation, testing, training, and production), SoundThinking will develop a project schedule once we have access to the RMS data in the required format and based on the specifications described in the CrimeTracer Statement of Work.</p>
----	--	--

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>Early in the Customer Onboarding Process, SoundThinking's Customer Success team, led by the assigned Customer Success Director, will work with the Agency's Program Manager and other project leaders to schedule and conduct a series of Best Practices sessions. These sessions will assist the Agency in establishing response protocols and procedures.</p> <p>ShotSpotter As an ongoing service, SoundThinking provides standard customer support that includes 24/7 assistance with user accounts, software interface, tools, features, and review. Tier 1 Support for ShotSpotter is provided by our Incident Review Center (IRC) and is available 24x7x365. The Tier 2 Support Team comprises technically advanced, experienced Customer Support professionals who are responsible for advanced levels of troubleshooting and analysis, IT Support, mapping issues, etc. Tier 2 support is available from 5 am to 11 pm Pacific Time Zone with escalation available 24x7x365.</p> <p>ResourceRouter and CaseBuilder On the day of ResourceRouter service activation to a live production status, the Customer Success Director will be onsite to ensure that the transition is smooth, that the established best practices surrounding the use of SoundThinking's tools and services are being implemented as planned, and that user questions are answered quickly. Following system activation, the designated Technical Support Engineer will facilitate a series of Status Calls with the Agency to review the performance of the service. The Customer Success Director will continue to work with the Agency to review the results being achieved by each group of users involved.</p> <p>Following go live, the Agency's interactions with SoundThinking transition from the Implementation team to our Customer Success and Support teams. Within one week of system go live, SoundThinking's Customer Success Director schedules a remote hand-off session with our Customer Support team. The Customer Support team is responsible for handling all issues, defects, questions, and technical escalations for the Agency following system go live.</p> <p>CrimeTracer CrimeTracer standard customer support includes assistance with user accounts, software interface, and features. CrimeTracer support staff have extensive experience with the SoundThinking application and provide real-time support of basic issues, and first level of support for information gathering and triage for advanced troubleshooting for higher level issues. CrimeTracer Support Team comprises technically advanced, experienced Customer Support professionals who are responsible for advanced levels of troubleshooting and analysis, IT support, data mapping issues, etc.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	SoundThinking is capable and willing to provide products and services to Sourcewell participating entities in the US.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	SoundThinking is capable and willing to provide products and services to Sourcewell participating entities in Canada. Please note, CrimeTracer contains Criminal Justice Information and can only be provided to CJIS-approved criminal justice agencies with an FBI-approved Originating Agency Identifier (ORI)). As long as the Agency meets this requirement, SoundThinking can provide CrimeTracer to Canadian agencies.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None.	*
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.	Any limitations will be determined by the agency's ability to provide certain requirements such as computers that meet minimal operations requirements, internet connection, cellular coverage, infrastructure, power, etc. SoundThinking assumes the Agency will provision network access to meet SoundThinking's minimum specifications and requirements for all computers (PCs and MDCs) that will access the SoundThinking service.	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None.	*
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.	SoundThinking will create a microsite promoting this contract opportunity on our main website www.SoundThinking.com . Sales development specialists will contact Participating Entities via phone and email to promote the contract award to qualified prospects. Marketing materials will be updated with Sourcewell contract information. Please see the sample ShotSpotter, ResourceRouter, CaseBuilder and CrimeTracer datasheets uploaded to this solicitation.	*
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	In addition to the main website www.soundthinking.com , SoundThinking is active on Facebook, Twitter, YouTube, and LinkedIn. SoundThinking uses Salesforce.com and marketing automation for email campaigns. SoundThinking also employs five full-time direct employees for sales development and lead generation.	*
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?	Sourcewell will not have a significant role in promoting the contracts arising out of this RFP. SoundThinking will track participating agencies in our CRM and we will use marketing automation tools and sales development specialists to reach out to prospects.	*
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.	No, none of SoundThinking's products or services are available through an e-procurement ordering process. All orders are processed by through the SoundThinking Regional Sales Director.	*

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>SoundThinking's services do not include equipment, hardware, spare parts, etcetera. All data is delivered as a fully managed service. For ShotSpotter, SoundThinking owns, monitors, and maintains all sensor equipment deployed in the coverage areas. All services will be maintained at service levels outlined in the SoundThinking Master Services Agreement. Planned system maintenance windows and critical system outage notifications are delivered to our customers.</p> <p>Training is included as part of the one-time Onboarding Fee associated with each service. Agencies can schedule additional training through their Customer Success Director. SoundThinking's Trainer will work with the Agency to tailor a training program that addresses the unique needs and/or scheduling constraints of the Agency users. Training will be performed through a combination of remote instructor-led live training, train-the-trainer, and on-line recorded computer-based training.</p> <p>ShotSpotter SoundThinking will assign a Customer Success Director to the Agency to ensure that we deliver consistent, quality best practices training based on the Agency's needs to maximize the value of our ShotSpotter service. The Customer Success Director will remain engaged with the Agency for the duration of our relationship. In preparation for the planned cutovers, SoundThinking will assign a Trainer to the Agency to train each group of users on the SoundThinking applications, including ShotSpotter, Dispatch, Administrative Portal, and InSight. The Trainer will conduct a Training Orientation with the Agency's Program Manager to ensure all users are properly trained on the relevant applications.</p> <p>ResourceRouter SoundThinking will assign a Customer Success Director to the Agency to ensure that wide-ranging, but consistent, quality best practices training is delivered based on the Agency's needs to maximize the value of our ResourceRouter service. The assigned Trainer will conduct a Training Orientation with the Agency's Program Manager to ensure all users are properly trained on the relevant applications. The Trainer will work with the agency to tailor an onsite training program that addresses the unique needs and/or scheduling constraints of the Agency users.</p> <p>CaseBuilder The Agency should designate trainers to participate in this process to conduct ongoing training following the completion of the initial SoundThinking-provided training. Each training session begins with an introduction to CaseBuilder and general navigation across the system followed by module-specific training for each group of users, as applicable. The Agency can record these training sessions for future use.</p> <p>CrimeTracer SoundThinking will provide Advanced CrimeTracer Training. Classes will take place at a time and place of the Agency's choosing. During this time, SoundThinking Instructor(s) will need access to projection/display equipment and either an agency-provided guest wi-fi network, or suitable cellular coverage to support a hotspot connection. Classes will consist of an overview of the CrimeTracer application, how to get signed in, where to find help, Quick Search fundamentals, and Advanced Search elements including Associations, Refined Searching and Visualization Tools. The Agency may also elect to include a hands-on lab session, depending on availability of student computer resources.</p>
43	Describe any technological advances that your proposed solutions offer.	<p>ShotSpotter has become an indispensable crime-fighting tool for many agencies. In light of the community dynamics that fuel gun violence and the well-documented challenges of relying solely on 9-1-1 calls for assistance, SoundThinking's ShotSpotter technology is critical in providing support to the community and addressing the following issues:</p> <ul style="list-style-type: none"> • Under-reporting of persistent gunfire: Nationwide, on average, less than 20% of gunfire incidents are reported to 9-1-1. Why don't residents call? The answer is complex, but typically involves the following concerns: <ul style="list-style-type: none"> o Recognition: "Was that gunfire, fireworks, or something else?" o Retaliation: "If they find out I called, will they come after me?" o Resignation: "No one came the last time I called..." <p>Without ShotSpotter, most law enforcement agencies are working with an 80% to 90% deficiency in their gun violence-related intelligence.</p> <ul style="list-style-type: none"> • Late and inaccurate information: When a citizen reports a gunfire incident, the 9-1-1 call typically comes several minutes after the event occurred, and based on analysis, the location provided is usually mislocated by 750 feet (on average). As a result, valuable time and resources are wasted trying to locate the incident, diminishing the opportunity to identify suspects and witnesses, recover evidence, and most importantly, render life-saving aid to victims. <p>The ability to receive near real-time gunfire intelligence data provides law enforcement agencies with a critical advantage in their efforts to address and prevent gun violence and improve officer safety. Specific results include:</p> <ul style="list-style-type: none"> • Officers can more quickly and accurately go directly to the scene of the shooting • Situational awareness is vastly improved over what is available when relying solely on the 9-1-1 system • Law enforcement has a better chance of arriving before the shooter has left the scene

- Officers are more likely to find evidence in the form of shell casings (which, in conjunction with NIBIN/IBIS, provide valuable investigative leads) and/or other ground truth that can aid in the investigation
- Officers are more likely to find witnesses who may have information that can aid in the investigation
- Community engagement is heightened, which often translates into more information from the community (e.g., tip lines, field interviews, etc.)
- Enhanced targeted enforcement (precision policing)
- More court-admissible and scientifically sound forensic evidence is available to strengthen prosecutions of the worst offenders

ShotSpotter also provides invaluable data that can be analyzed to move law enforcement agencies from a reactive to a proactive position. Our gunshot detection solutions have historically helped law enforcement agencies:

- Effectively identify, analyze, and respond to gun crime
- Increase casings collection programs (which in conjunction with NIBIN/IBIS, provide valuable investigative leads)
- Build an extensive casings database to maximize data value:
 - o Data can be analyzed in conjunction with ShotSpotter data to identify "hot addresses"
 - o Results inform deployment of resources and targeted investigations
- Faster turnaround time for results with NIBIN program can lead to more cases being solved more quickly

ShotSpotter forensic evidence can be a powerful demonstrative tool for a prosecutor at trial. The audio of the gunfire played for the jury during trial and the precise timing and location of the gunfire plotted onto a Google Earth map can be compelling and tangible evidence against a defendant. ShotSpotter forensic evidence has been testified to by our expert witnesses in over 300 prosecutions in criminal courts throughout the United States.

ResourceRouter incorporates data such as crime events, temporal cycles, and geographic variables to produce high probability crime risk assessments. These assessments are then turned into patrol plans ("directed patrols" or "patrols") that are available to watch commanders, crime analysts, and officers in the field. In addition, ResourceRouter can effectively extend the capabilities of our ShotSpotter® gunshot detection, location, and forensic analysis service to deter gun crime before it occurs.

ResourceRouter addresses the needs of patrol officers, task force officers, command staff, and crime analysts in the following ways:

- Patrol and Special Assignment Officers – Automates the process of creating crime risk and directed patrol plans, by area and time of day, along with recommended specific activities, which maximizes the opportunity to engage with the community and help deter crime.
- Command Staff – Tracks directed patrols completed, including activities selected and observations logged by the officer during each patrol session. This provides data and insights for command staff to optimize patrol and resource deployments.
- Crime Analysts – Automates labor-intensive aspects of crime analysis and employs multiple crime analysis theories in risk assessments. This enables analysts to focus on value-add activities such as leveraging late-breaking data to add or suppress directed patrols and develop effective strategies to deter crime.

- Unique features of ResourceRouter include:
 - Incorporation of non-crime data avoids recency bias and makes patrol and resource planning more accurate than standard hotspot mapping.
 - Flexibility to configure the system to meet the agency-specific needs, such as choosing which crime types to focus on, weighting those crime types relative to each other, determining activities and logging observations.
 - Ease of use for all end users.
 - Proactive suggestion of patrol activities based on crime type and agency best practices. Activities can be experimental and measured to determine effectiveness.
 - Transparency about how ResourceRouter works and what data is used to foster community trust.
 - Integration with ShotSpotter service: ResourceRouter uses historical and continuously updated ShotSpotter gunfire data to create enhanced gunfire risk assessments. Two years of historical ShotSpotter data is required for ResourceRouter integration.
 - ResourceRouter is available on multiple devices such as desktop computers, laptops, MDTs, and iOS and Android smartphones.

For investigative case management, law enforcement agencies have traditionally relied on under-powered RMS modules and homegrown or manual systems. These approaches lack the analytics, collaboration tools, and workflow engine detectives need to solve cases quickly. As a result, clearance rates suffer and serial offenders remain free to commit more crimes. Many departments may be unaware of the advantages of a modern solution. CaseBuilder

		<p>employs the following features to optimize investigations and increase the efficiency of investigative work:</p> <ul style="list-style-type: none"> • Structured and Unstructured Data Entry: Information is captured in easy-to-complete structured data screens that accommodate agency data validation rules. CaseBuilder also supports rich-text narrative capture and document text indexing. • Digital Case Folder: Everything for a case is organized and stored in one structured and searchable digital case folder. • Investigative Analysis: Search and analytical tools help detect relationships between people, places, and evidence to identify patterns and solve cases more quickly. • Collaboration Tools: Share and receive alerts on new evidence and information with co-workers, other agencies, and the DA's office. • Workflow Guidance: Preconfigured checklists of action items help guide different types of investigations but are flexible so agencies can work the way they are used to. • Real-Time Visibility and Reporting: Supervisors can access additional tools to manage workload and assess case status, providing them with the data they need to report at briefings and inform command staff. • SafetySmart Platform: As part of SoundThinking's SafetySmart platform, CaseBuilder works in tandem with ShotSpotter® and CrimeTracer™ to combat violent gun crime. <p>The CrimeTracer solution is deployed across the country and serves agencies of all sizes and contains the most comprehensive set of data in the industry (over 1.3 billion CJIS-protected law enforcement documents). CrimeTracer provides the largest and most advanced data sharing, analysis, and tactical lead generation tool in the country. With more than 3,000 law enforcement data sources feeding and updating over a billion structured, semi-structured, and unstructured documents to our advanced consolidation and relevancy algorithms, CrimeTracer provides a more efficient and effective path to action. Agencies ranging from a handful of officers to the largest departments in the United States are developing, exploring, advancing, and acting with purpose on quality leads quicker than ever before. CrimeTracer provides:</p> <ul style="list-style-type: none"> • Extensive Filtering and Situational Awareness: Provides immediate feedback when time is of the essence or officer safety is at risk • Entity Consolidation: CrimeTracer creates quick and simple associations and relationships of people, places, and things that may be buried in vast data landscapes • Advanced Visualization and Link Analysis: Every user has direct access to non-obvious relationships across jurisdictions, regions, states, and the country • Access to Billions of Public Records Data Points: Agencies with Thomson Reuters CLEAR subscriptions can retrieve public records and consolidated reports on specific targets • N-DEx Access: A bi-directional interface with the FBI's National Data Exchange (N-DEx) allows agencies to combine the investigative power of CrimeTracer with aggregated data sources from across U.S. • SafetySmart Platform: As part of SoundThinking's SafetySmart platform, CrimeTracer works in tandem with ShotSpotter® and CaseBuilder™ to combat violent gun crime. 	
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>SoundThinking invests extensively in security, integrity and protection of data. The exact processes vary by product. ShotSpotter and CaseBuilder are audited annually via a SOC2 Type 2 audit from a third party. ResourceRouter does not capture CJIS data nor PII data. CrimeTracer and CaseBuilder do store Criminal Justice information and as such are compliant with CJIS including ensuring individuals that have access to those products have the necessary training and fingerprint background checks. Products that do not store CJI do not have these same requirements. Our Internal Framework broadly tacks NIST 800-53 moderate level controls and NIST 800-218 for secure software development practices when not following another frameworks such as CJIS.</p>	*
45	Describe your data backup and recovery solutions.	<p>Our products are deployed in AWS as a Software as a Service (SaaS) these products are deployed in active-active multiple availability zone (datacenter) out of the US-WEST-2 region and utilize standard AWS Backup service as the backup mechanism. Storing backups in multiple destination.</p>	

46	Demonstrate your connectivity, interoperability and integration capabilities between your offered solution(s) and other software systems.	<p>ShotSpotter's integration with the SoundThinking SafetySmart Platform includes:</p> <p>CaseBuilder</p> <ul style="list-style-type: none"> GSD Incident (Outbound): Gunshot incidents are sent to CaseBuilder to allow users to quickly initiate a investigation case without any manual export/import of the gunshot detection evidence. <p>CrimeTracer</p> <ul style="list-style-type: none"> GSD Incident (Outbound): Gunshot incidents are sent to CrimeTracer to assist in augmenting the interface. <p>ResourceRouter</p> <ul style="list-style-type: none"> GSD Incident (Outbound): Gunshot incidents are sent to ResourceRouter to incorporate data into directed patrol, briefing books, and other reports/features in the product <p>Third-Party Integrations include:</p> <p>CAD</p> <ul style="list-style-type: none"> Gun Shot Detection (Outbound): Sends an alert of a ShotSpotter event to the CAD system <p>RTCC</p> <ul style="list-style-type: none"> Gun Shot Detection (Outbound): Sends an alert of a ShotSpotter event to the RTCC (Real-Time-Crime-Center) to see the alert alongside other system data <p>ResourceRouter's integration with the SoundThinking SafetySmart Platform includes:</p> <p>ShotSpotter</p> <ul style="list-style-type: none"> Inbound: ResourceRouter will ingest ShotSpotter incident data to leverage historical ShotSpotter incident as a source for mission areas. <p>Third-Party Integrations include:</p> <p>CAD</p> <ul style="list-style-type: none"> Inbound: Ingest historical Calls for Service (CFS) to determine directed patrol regions based on CFS types. <p>RMS</p> <ul style="list-style-type: none"> Inbound: Ingest historical RMS records to determine directed patrol regions based on RMS records. <p>CaseBuilder's integration with the SoundThinking SafetySmart Platform includes:</p> <p>CrimeTracer</p> <ul style="list-style-type: none"> Entity Search (Inbound): Allows a user of CaseBuilder to search the CrimeTracer database for known association and historical records and import entities (Vehicles and Persons) into CaseBuilder automatically Case Record (Outbound): Exports case Information into CrimeTracer for future search and associations <p>Third-Party Integrations include:</p> <ul style="list-style-type: none"> RMS (Inbound): Ingest new and ongoing RMS incident records into CaseBuilder for investigation without the need to re-enter case information. Evidence.com (Inbound) : Import Evidence.com case number into the CaseBuilder Case <p>CrimeTracer's integration with the SoundThinking SafetySmart Platform includes:</p> <p>CaseBuilder</p> <ul style="list-style-type: none"> Case Data (Inbound): Ingest approved investigation cases into CrimeTracer for association and investigation searching. <p>Third-Party Integrations include:</p> <p>RMS</p> <ul style="list-style-type: none"> Department Record (Inbound): Ingest RMS department records into CrimeTracer
----	---	---

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>At SoundThinking, we maintain strict adherence to e-waste disposal practices for office equipment, including CPUs, monitors, phones, and other electrical devices. When an employee leaves, we provide postage for the return of their IT equipment to ensure controlled data-wiping and responsible e-waste management. Similar responsible practices are applied to the repair and replacement of our acoustic sensors. Sensors removed from the field are returned to the factory in Anaheim, CA for RMA. We aim to re-use them or their parts whenever possible and ensure proper E-waste disposal for those that cannot be reused. This aligns with the UN's Sustainable Development Goal of responsible consumption and production. SoundThinking strictly adheres to the Restriction of Hazardous Substances (RoHS) guidelines for electronic assembly and do not use lead. SoundThinking partner, Blue Clover Devices, adheres to their own sustainability manifesto, striving to become “Ecologically Better.”</p> <p>SoundThinking's largest physical footprint is its acoustic sensor arrays, a vital element of the ShotSpotter gunshot detection technology. These compact devices, roughly the size of a toaster, are equipped with a processor, GPS, cellular radio, and microphones. In urban deployments, we typically install up to 25 sensors per square mile. Remarkably, each sensor requires approximately 3 watts of power to operate. This efficiency is a point of pride for SoundThinking, as it means we can provide gunshot detection coverage for an entire square mile using less power than a single 100-watt light bulb. To further our commitment to sustainability, we have harnessed green energy in the fight against gun violence. We've developed and deployed cutting edge solar panels with integrated battery and charging systems, streamlining the installation and maintenance of our gunshot sensors. These panels utilize innovative “Shade Tolerance” technology, enabling them to continue charging the battery even when partially shaded, enhancing overall efficiency. In addition to powering our gunshot detection systems, solar panels are instrumental in driving our environmental initiatives, such as protecting rhinos in South Africa and preserving coral reefs in Malaysia. Solar panel usage is also on the rise for urban gunshot detection deployments.</p> <p>The SoundThinking Lab develops innovative uses of gunshot detection technology to help protect wildlife and the environment. ShotSpotter gunshot detection is deployed in Kruger Park, South Africa, home to the largest remaining population of protected rhino, and has helped reduce poaching.</p> <p>SoundThinking has forged a long-term partnership with the global environmental coalition Stop Fish Bombing. This collaboration enables us to utilize our technologies to combat the widespread threat posed by fish bombing, a destructive practice endangering tropical reefs worldwide and jeopardizing the food security of millions.</p> <p>Together with the NGOs Stop Fish Bombing USA (SFB USA) and Stop Fish Bombing Malaysia (SFB Malaysia), SoundThinking has repurposed urban gunshot detection technology for marine use to end fish bombing. This illegal, unsustainable, and ecologically catastrophic fishing method causes irreversible damage to coastal ecosystems, decimating fish nurseries, destroying coral reefs, killing marine life, and transforming once-thriving underwater habitats into desolate wastelands.</p> <p>ShotSpotter's real-time acoustic sensors deployed in Semporna have provided invaluable data on fish bombing incidents: • Utara Semporna: Utara Semporna saw a significant decline in incidents from 938 in 2021 to 298 in 2022, and less than 150 in 2023. Realtime data, determination of precise incident location, swift response from enforcement agencies (namely Sabah Parks and Marine Police), and collaboration with local communities and NGOs helped drive this successful outcome • Selatan Semporna: Sensors were deployed in Selatan Semporna in late 2022. By capturing and providing more accurate data using ShotSpotter, they revealed an increase in incident trends in 2023, which warranted an investigation. Having access to accurate and precise data has created a better understanding of the situation so that the success in the Utara Semporna area can be replicated elsewhere. Addressing gaps in data and funding have been among the chief challenges in combating fish bombing. The implementation of ShotSpotter technology is helping to address this by enabling accurate and continuous data collection. This data serves the basis for investigating changes in trends and implementing targeted solutions in the area.</p> <p>SoundThinking and its partners have adopted an innovative approach by combining and integrating technologies and components. This approach aims to enhance detection and response capabilities effectively and sustainably, thereby protecting reefs and biodiverse habitat in the region. The Blue Boat is a small Autonomous Surface Vehicle capable of patrolling the area and detecting bombs from kilometers away. When three or more of these boats operate together, they can pinpoint the exact location of an incident in real-time and report the activity. ShotSpotter's sensors and bracket designs are integral components of the Blue Boat, which also uses high-quality hydrophones for detection, multi-instance GNSS used for precise location and timing, and solar energy for sustainable and extended autonomous patrolling. This purpose-built device offers enhanced flexibility and mobility, significantly improving fish bomb detection capabilities.</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.	N/A
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>SoundThinking is the only company that offers a wide-area outdoor gunshot detection solution that provides:</p> <ul style="list-style-type: none"> • A 24/7/365 secure Incident Review Center staffed by highly skilled acoustic specialists trained in wide-area outdoor gunshot detection and verification who review over 5.7 million incidents per year • An unmatched Service Level Guarantee of 99.9% availability, 90% outdoor detection rate within 25 meters, and alerts reviewed and published in less than 60 seconds • Acoustic sensing technology protected by 40 unique and current patents pertaining to wide-area outdoor gunshot detection • Over 25 years of outdoor wide-area gunshot detection experience supporting law enforcement agencies throughout the United States • Active wide-area outdoor deployments in more than 160 cities across America, with more than 1,000 square miles of coverage under contract • Wide-area outdoor gunfire detection for more than ten of the largest law enforcement agencies in America, including: New York, Boston, Baltimore, Denver, Washington DC, Miami, Miami-Dade, San Francisco, Oakland, and more • A dedicated Customer Success Director whose goal is to help each agency maximize the value of their ShotSpotter gunshot detection system. Our Customer Success team is composed of 10 consultants with over 250 years of federal and local law enforcement experience. • On-demand Expert Witness testimony services provided by SoundThinking's forensic employees who have testified in more than 350 cases in 24 states, including on behalf of the defense. These figures do not include an unknown (but extensive) number of cases where courts have upheld law enforcement's use of a ShotSpotter alert as one factor, along with others, in assessing the totality of the circumstances to support reasonable suspicion or probable cause. • A gunshot detection system that passes both the Daubert and Frye tests for scientific evidence, and SoundThinking Forensic Managers whom courts have deemed as qualified expert witnesses <p>ResourceRouter is the only patrol management and risk forecasting software product that:</p> <ul style="list-style-type: none"> • Incorporates multiple crime analysis theories and statistical models, including concepts such as aoristic temporal analysis, seasonality, risk-terrain modeling, near-repeat patterns, and collective efficacy, to best forecast when and where crimes have a high probability of occurring. • Uses an allocation engine that introduces randomization in the placement of directed patrol areas. This minimizes the potential for over-policing and ensures that historically under-patrolled areas receive appropriate attention. • Captures location and dosage information only when an officer activates a patrol, to drive intentional and proactive patrols in the designated patrol area. This eliminates capturing officer activity solely based on location while providing agencies with accurate measurement and analysis of the impact of proactive crime prevention activities and enhanced officer accountability. • Actively promotes officer engagement by sending alerts of nearby directed patrol areas; provides pre-patrol briefings to provide additional intel on each patrol area; and provides visible time tracking to drive more effective policing throughout the jurisdiction. • Recommends specific agency-defined activities to officers depending on what crime or event types the officer is addressing, providing agencies critical feedback on the effectiveness of their crime prevention strategies. • Solicits and collects field observations for near real-time direct feedback to analysts, supervisors, and command staff on what officers are seeing in directed patrol areas. • Offers exclusive integration with SoundThinking's ShotSpotter application to support gunfire risk assessment based on validated historical gunfire data from the customer's coverage area, enabling far more accurate modeling than other, less precise data sources. • Provides ShotSpotter customers access to SoundThinking's InSight™ tool, a powerful dashboard that brings together data visualization, analysis, and reporting on directed patrol activity to provide heatmaps of proactive officer activity, trend reporting, and the ability to import and export datasets and save and share workspaces. <p>CaseBuilder is the only dedicated investigative case management system to deliver the following combined capabilities in a single, comprehensive platform:</p> <ul style="list-style-type: none"> • Structured and Unstructured Data Entry: Information is captured in easy-to-complete structured data screens that accommodate agency data validation rules. CaseBuilder also supports rich-text narrative capture and document text indexing. • Digital Case Folder: All case content is organized and stored in one structured and searchable digital case folder.

	<ul style="list-style-type: none">• Investigative Analysis: CaseBuilder's search and analytical tools help detect relationships between people, places, and evidence to identify patterns and solve cases more quickly.• Collaboration Tools: Agencies can share and receive alerts on new evidence and information with co-workers and other agencies.• Criminal Organization Management: Agencies can track criminal organizations, members, and associates with mapping capabilities that comply with federal regulation 28 CFR Part 23.• Confidential Informant Management: Agencies can securely track registration, activities, and periodic reviews for informants.• Role-Based Access Control: CaseBuilder provides compartmentalized access to the following modules: Criminal Investigations, Intelligence, Case Initiation, Intake, Warrants, and Public Portal.• Adherence to Best Practices: CaseBuilder delivers a comprehensive case management platform to drive automated actions and assignments. Automated notifications and reminders drive investigative teams to effectively and efficiently handle caseloads. Analytics and dashboards provide visibility into outcomes and resource distribution. <p>CrimeTracer is the largest and most comprehensive criminal justice information database available on the market, with over 1.3 Billion records and serving over 2,500 agencies. CrimeTracer is the only criminal justice information database that can deliver the following combined capabilities in a single, comprehensive platform:</p> <ul style="list-style-type: none">• Broad, National Data Coverage: CrimeTracer allows agencies to search over 1.3 billion law enforcement records distributed across 15 states including seamless integration with Thomson Reuters CLEAR databases.• Unparalleled Systems Integration Assets, Expertise, and Experience: The patented technology in CrimeTracer is applied to bulk data loading, entity consolidation, and validation with over 3,000 individual data sources. Bi-directional interfaces feed and retrieve data to/from Federal data repositories.• Reliable, Fast, Accurate information: Our proprietary technology is the only such solution that combines advanced structured query tools with a highly complex search engine.• Measurable Outcomes: CrimeTracer is focused on measurable outcomes supported by system metadata analytics and user logs. CrimeTracer customers in major metropolitan cities have documented significant reductions in violent crimes reported over a five-year period.
--	--

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	N/A	*
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
56		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

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.	50% of the first-year fees are due upon execution of agreement. The remaining 50% of first-year fees due upon service activation (live) status, or access to the applicable system. Payment terms upon invoice are Net 30. For multi-year agreements, 100% of the annual subscription fees are due on the anniversary of system go live, or access to the applicable system.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	All services are available through an annual subscription. Full payment for the annual subscription is due prior to the subscription term expiration.	*
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.	All transactions will use SoundThinking's standard Master Services Agreement (MSA) which outlines SoundThinking's installation, onboarding, and service level agreement. Sample MSAs are included as an attachment.	*

62	Explain your licensing process and the service agreements required of end users.	<p>ShotSpotter Contracts are based on an affordable one-year or multi-year subscription agreement, and the subscription includes unlimited licenses for the proposed SoundThinking applications.</p> <p>ResourceRouter ResourceRouter is offered based upon a tiered annual subscription model determined by the size of the organization and one-time Service Initiation and Onboarding fees.</p> <p>CaseBuilder CaseBuilder is offered based upon a one-time fee and a tiered annual subscription model determined by the number of users.</p> <p>CrimeTracer CrimeTracer is offered based upon a tiered annual subscription model determined by the size of the organization and one-time Service Set-Up Fees for interfaces. • CrimeTracer is priced based upon an enterprise license model.</p> <p>A sample service agreement has been uploaded to this solicitation.</p>	*
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?	No, SoundThinking does not accept P-card payments.	*
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 Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>ShotSpotter is delivered as a managed service by charging an annual subscription fee and one-time startup fees, such as service initiation and onboarding (training). Subscription fees and service initiation fees are calculated by the size of the coverage area.</p> <p>An optional API license is available as an annual subscription fee. The API includes up to three interfaces, but does not include costs required from other vendors to implement or support the planned interfaces.</p> <p>Expert Witness Testimony Services are available upon request and billed separately. Please see pricing document uploaded to the Pricing section of this solicitation.</p> <p>ResourceRouter, CaseBuilder, and CrimeTracer are delivered as a managed services by charging an annual subscription fee and one-time startup fees, such as service initiation and onboarding (training). This Sourcwell contract does not include costs for interfaces or data migration. If required, SoundThinking can provide these costs, upon request.</p>	*
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.	<p>For agencies that purchase ShotSpotter from the Sourcwell contract, SoundThinking will waive the Onboarding fee. Agencies purchasing from the Sourcwell contract are limited to 30 mi2 of ShotSpotter service.</p> <p>Agencies that purchase ResourceRouter from the Sourcwell contract will receive 10% off the One-Time Service Initiation and Onboarding fee.</p> <p>Agencies that purchase CaseBuilder from the Sourcwell contract will receive 10% off the One-Time Service Initiation and Onboarding fee. This pricing excludes any interface and/or data conversion fees which will be determined after SoundThinking has scoped the agency's project.</p> <p>Standard service setup fees will apply for agencies that purchase CrimeTracer from the Sourcwell contract for one-year and two-year contract terms. For a three-year contract term, up to three standard interfaces will be included. For a four-year contract term, up to four standard interfaces will be included. For a five-year contract term, up to five standard interfaces are included.</p>	*

66	Describe any quantity or volume discounts or rebate programs that you offer.	<p>ShotSpotter A Multi-Year Term Commitment discount can be applied to the one-time ShotSpotter fees and is contingent upon SoundThinking receiving a minimum of a three-year term commitment allowing us to invoice automatically for each annual subscription term over the length of the agreement, without any requirement for obtaining additional approvals, purchase orders, or notifications.</p> <p>ResourceRouter A Multi-Year Term Commitment waiver will be applied to the one-time ResourceRouter Service Initiation fee and is contingent upon SoundThinking receiving a three-year term commitment allowing us to invoice automatically for each annual subscription term over the three years of the agreement, without any requirement for obtaining additional approvals, purchase orders, or notifications.</p> <p>CrimeTracer A Multi-Year Term Commitment waiver will be applied to the one-time CrimeTracer Service Initiation fee and is contingent upon SoundThinking receiving a three-year term commitment allowing us to invoice automatically for each annual subscription term over the three years of the agreement, without any requirement for obtaining additional approvals, purchase orders, or notifications.</p>	*
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.	N/A	*
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.	This pricing does not include any state or local taxes; if taxes are applicable, we will be happy to provide an amended price quotation upon request.	*
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.	N/A	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	There is no additional cost for freight, delivery, or shipping. All services are delivered as a managed service.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	All services are delivered as a managed service.	*
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.	SoundThinking Sales Department will flag all Sourcewell-related opportunities in our CRM to ensure proper pricing, tracking, and reporting. SoundThinking's Finance Department will verify all bookings under the Sourcewell contract, prepare a quarterly report, and remit the proper administrative fee to Sourcewell	*
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.	SoundThinking's Sales department monitors the close rate of sales opportunities, from the date of the issuance of the first quotation or proposal to close. SoundThinking will compare Sourcewell opportunities to non-Sourcewell opportunities to see if the Sourcewell contract vehicle shortens acquisition rate. Shorter acquisition rates contribute to savings in the overall cost of sales.	*
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.	2% of the annual amount due during the initial contract term.	*

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.	Please refer to the detailed pricing attachment.	*

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>SoundThinking's SafetySmart platform brings together specialized software and objective data to help law enforcement and civic leadership better protect their communities by ensuring the right resources are provided when and where they are needed most. As a trusted partner to many law enforcement agencies, SoundThinking has been both a firsthand witness and participant in the evolution of policing as it faces increasing challenges, such as staffing shortages, aging technologies, and exponential growth in data (as well as the need to access, analyze, and share data). In response to these challenges, SoundThinking has developed our SafetySmart platform that provides a range of tools beyond gunshot detection to help law enforcement agencies operate and collaborate more efficiently.</p> <p>Please see the detailed description of the services offered in this proposal which have been uploaded to the Additional Document section of this solicitation.</p>	*
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	CaseBuilder (Line 107) can also be categorized under Line 101 Operational management (scheduling, training, compliance, etc.).	*

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	The SafetySmart platform is a Public Safety Response and Situational Awareness platform that includes the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service; the ResourceRouter Resource Management System; CaseBuilder Digital Case Management Solution; and the CrimeTracer Investigative Lead Generation Solution.	*

93	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 checked="" type="radio"/> No	N/A	*
94	Mapping	Vertical location, indoor, outdoor	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
95	Asset tracking and location	Personnel, vehicles, controlled substances, equipment, etc.	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
96	Community notifications	Evacuations, minor crime reporting, shelter in place, etc.	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
97	One-to-one and one-to-many collaboration and coordination	SMS, push to talk, video, voice, etc.	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
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	ShotSpotter and CrimeTracer provide public safety focused data and analysis. ShotSpotter provide acoustic firearms discharge alerts and incident response. CrimeTracer provides pattern analysis, investigative lead development, predictive analysis, and other data source integration.	*
99	Category 2 - Public Safety Response Agency Operations		<input checked="" type="radio"/> Yes <input type="radio"/> No	The SafetySmart platform is a Public Safety Response platform that includes the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service; the ResourceRouter Resource Management System; CaseBuilder Digital Case Management Solution; and the CrimeTracer Investigative Lead Generation Solution.	*
100	Pre-incident planning software	Fire prevention related inspections and enforcement	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
101		Operational management (scheduling, training, compliance, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No	CaseBuilder is a law enforcement case management system with operational management capabilities.	*
102		Data analytics to inform staffing, deployment, station location, budget, and other management decisions.	<input checked="" type="radio"/> Yes <input type="radio"/> No	ResourceRouter provides law enforcement agencies with data analytics to inform staffing, deployment, and other management and patrol decisions.	*
103	Incident/post-incident software	CAD, RMS for law enforcement, fire, and EMS	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
104		Electronic Patient Care Reporting (ePCR) and data transfer to hospitals	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
105		Digital and physical evidence management	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
106		E-citation systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
107		Law enforcement case management	<input checked="" type="radio"/> Yes <input type="radio"/> No	CaseBuilder is a law enforcement case management system.	*

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](#) - SoundThinking Detailed Sourcewell Pricing.pdf - Friday February 28, 2025 13:00:32
 - [Financial Strength and Stability](#) - SoundThinking 10-K.pdf - Friday February 28, 2025 11:30:42
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - SAMPLE SoundThinking Master Services Agreement - 2025.02.18.pdf - Friday February 28, 2025 11:36:37
 - [Requested Exceptions](#) - RFP_030425_Public_Safety_Software_Master_Agreement Redline.docx - Friday February 28, 2025 13:50:22
 - [Upload Additional Document](#) - SoundThinking Detailed Service Descriptions.pdf - Friday February 28, 2025 11:36:12

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 Isotalo, Vice President Sales Operations, SoundThinking, Inc.

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

**AMENDMENT #1
TO
CONTRACT # 030425-SND**

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **SoundThinking, Inc.** (Supplier).

Sourcewell entered into a Master Agreement with Supplier (030425-SND) to provide Public Safety Software (Agreement).

Supplier requested to modify its Contract to which Sourcewell has agreed.

NOW, THEREFORE, the parties amend the Contract's Proposal as follows:

1. Table 3: Ability to sell and Deliver Solutions, Response 29 is deleted in its entirety and replaced with:

No orders will be handled by distributors, dealers, or others. All orders and renewals are processed through SoundThinking Regional Sales Directors.

2. Table 6A: Pricing, Response 64 is deleted in its entirety and replaced with:

ShotSpotter is delivered as a managed service by charging an annual subscription fee and one-time startup fees, such as service initiation and onboarding (training). Subscription fees and service initiation fees are calculated by the size of the coverage area.

An optional API license is available as an annual subscription fee. The API includes up to three interfaces, but does not include costs required from other vendors to implement or support the planned interfaces.

Expert Witness Testimony Services are available upon request and billed separately. Please see pricing document uploaded to the Pricing section of this solicitation.

ResourceRouter, CaseBuilder, CrimeTracer, and PlateRanger are delivered as managed services by charging an annual subscription fee and one-time startup fees, such as service initiation and onboarding (training). This Sourcewell contract does not include costs for interfaces or data migration. If required, SoundThinking can provide these costs, upon request.

SoundThinking will allow existing ShotSpotter customers who are Participating Entities of Sourcewell to renew these services through Sourcewell as defined in line item 65 below.

3. Table 6A: Pricing, Response 65 is deleted in its entirety and replaced with:

For agencies that purchase ShotSpotter from the Sourcewell contract, SoundThinking will waive the Onboarding fee. Agencies purchasing from the Sourcewell contract are limited to 30 mi² of ShotSpotter service.

Agencies that purchase ResourceRouter from the Sourcewell contract will receive 10% off the One-Time Service Initiation and Onboarding fee.

Agencies that purchase CaseBuilder from the Sourcewell contract will receive 10% off the One-Time Service Initiation and Onboarding fee. This pricing excludes any interface and/or data conversion fees which will be determined after SoundThinking has scoped the agency's project.

Standard service setup fees will apply for agencies that purchase CrimeTracer from the Sourcewell contract for one-year and two-year contract terms. For a three-year contract term, up to three standard interfaces will be included. For a four-year contract term, up to four standard interfaces will be included. For a five-year contract term, up to five standard interfaces are included.

Renewals for ShotSpotter made through Sourcewell are at the Participating Entity's then-current subscription rate. If the Participating Entity's current ShotSpotter subscription rate is below our current market pricing, a standard pricing adjustment may be applied (typically not to exceed a 5% increase over the previous rate).

4. Table 6A: Pricing, Response 74 is deleted in its entirety and replaced with:

2% of the annual amount due during the initial contract term.
1% of the annual amount for renewals.

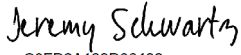
5. Table 7A: Depth and Breadth of Offered Solutions, Response 76 is deleted in its entirety and replaced with:

SoundThinking's SafetySmart platform brings together specialized software and objective data to help law enforcement and civic leadership better protect their communities by ensuring the right resources are provided when and where they are needed most. As a trusted partner to many law enforcement agencies, SoundThinking has been both a firsthand witness and participant in the evolution of policing as it faces increasing challenges, such as staffing shortages, aging technologies, and exponential growth in data (as well as the need to access, analyze, and share data). In response to these challenges, SoundThinking has developed our SafetySmart platform that provides a range of tools beyond gunshot detection to help law enforcement agencies operate and collaborate more efficiently.

SoundThinking will allow existing ShotSpotter customers who are Participating Entities of Sourcewell to renew these services through Sourcewell as defined in line item 65.

Please see the detailed description of the services offered in this proposal which have been uploaded to the Additional Document section of this solicitation.

Except as amended, the Contract remains in full force and effect.

Sou Signed by:

By: C0FD2A139D06489...

Jeremy Schwartz, Chief Operating and
Procurement Officer

Date: 11/7/2025 | 2:22 PM CST

Sou DocuSigned by:

By: 5A2E233158A94FE...

Roxanne Lerner
Director of Contracts

Date: 11/7/2025 | 12:14 PM PST
