

MASTER AGREEMENT #030425 CATEGORY: Public Safety Software SUPPLIER: Emergent Health Care Solutions LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Emergent Health Care Solutions LLC, 910 Shelley Street, Springfield, OR 97477 (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

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- 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 <u>BOTH</u> Category 1 and Category 2 above.

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

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

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 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.

- CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). iii) Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- iv) RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- v) CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.
- vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

- vii) BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- xi) ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
- xix) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.
- xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

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

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

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

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

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

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

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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.

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- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
 - a) Commercial General Liability Insurance. Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) Certificates of Insurance. Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) Additional Insured Endorsement and Primary and Non-contributory Insurance Clause. Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) Waiver of Subrogation. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
 - e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve

the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

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

Article 3: Supplier Obligations to Participating Entities

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

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

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

Sourcewell

—signed by: Jevemy Schwartz

Jeremy Schwartz

—C0FD2A139D06489...

Title: Chief Procurement Officer

Date: 7/15/2025 | 2:59 PM CDT

Emergent Health Care Solutions

By: _____997EE1B66D3040D...

David Blankinship

Title: President

Date: ______ 7/15/2025 | 10:56 AM PDT

RFP 030425 - Public Safety Software

Vendor Details

Company Name: Emergent Health Care Solutions LLC

Does your company conduct

business under any other name? If

yes, please state:

Emergent

910 Shelley Street

Address:

Springfield, Oregon 97477

Contact: Dean Stock

Email: dstock@emergent.tech

Phone: 541-747-0072
Fax: 541-747-0073
HST#: 42-2156660

Submission Details

Created On: Tuesday January 14, 2025 12:18:42
Submitted On: Tuesday March 04, 2025 15:19:05

Submitted By: Dean Stock

Email: dstock@emergent.tech

Transaction #: 3efc0460-a0db-45ce-a8d7-52bddff8a59b

Submitter's IP Address: 147.243.168.136

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.	Emergent Health Care Solutions, LLC.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
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).	Emergent.tech and Emergent	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	7PP79	*
5	Provide your NAICS code applicable to Solutions proposed.	541511 & 541512	
6		Emergent Health Care Solutions, LLC. 910 Shelley Street Springfield, OR 97477	*
7	Proposer website address (or addresses):	www.emergent.tech	*
8	title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	David Blankinship President 910 Shelley Street Springfield, OR 97477 dblankinship@emergent.tech 458-201-8289	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	David Blankinship President 910 Shelley Street Springfield, OR 97477 dblankinship@emergent.tech 458-201-8289	*
10	phone):	Tracy McElvaney Director of Sales 910 Shelley Street Springfield, OR 97477 tmac@emergent.tech 458-201-8289	*

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

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Line Item	Question	Response *	

Bid Number: RFP 030425 Vendor Name: Emergent Health Care Solutions LLC

Juo.g	Envelope ID. BD3C317B-0D4E-4A02-A32F-E4E04	2000 102
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Founded in 2012 through a collaboration with Tualatin Valley Fire & Rescue (TVF&R), Emergent is built on a dedication to developing innovative software and hardware solutions aimed at enhancing the safety, efficiency, and effectiveness of first responders. Recognizing the challenges faced by emergency services using existing software applications, Emergent continually strives to reduce the cognitive load on first responders, empowering them to save lives and respond more effectively to emergencies.
12	What are your company's expectations in the event of an award?	Upon receiving an award, Emergent has clear expectations and a proactive approach set for launch. First and foremost, we plan to actively promote the use of the contract awarded to both our existing and potential customers. Our marketing efforts will emphasize the contract's efficiency, cost-effectiveness, and time-saving benefits. We believe that by highlighting these advantages, we can accelerate widespread adoption.
		In addition to promotion, we recognize the importance of education. We intend to provide comprehensive educational and marketing resources to facilitate seamless adoption. Customers will receive guidance on how to fully leverage the contract, ensuring they understand its features and benefits. Our commitment extends beyond the initial award; we aim for a long-term partnership.
		Furthermore, we value feedback. As customers utilize the contract, we eagerly await their insights. Continuous improvement is our goal, and we actively listen to both customers and Sourcewell. By adapting based on feedback, we can enhance the contract's utilization and ensure its success.
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.	Emergent will celebrate its 13th anniversary in 2025. The company is well capitalized, enabling it to respond to growing demand for its products. We have provided a letter of reference from Hughes Fire Equipment that attests to our financial strength and stability. Emergent is owned and financially backed by Rex Hughes who also owns Hughes Fire Equipment.
14	What is your US market share for the Solutions that you are proposing?	As innovators in the public safety industry with differentiated products and services, we currently do not have a traditional market share percentage to report. Our unique position stems from the fact that we are introducing solutions that have no direct competitors across the suite of capabilities we provide, thereby addressing unmet needs and creating new opportunities within the market. The Emergent sales team has national sales coverage, selling to every state in the continental United States. In addition to our direct sales national coverage, we have a strong dealer channel with more than 10 Pierce Fire/EMS Apparatus dealers that
		support our direct sales team generating leads and promoting the Emergent solution. Our dealer channel is more than 100 sellers strong. We are focused on rapidly scaling our presence and demonstrating the value of our solutions to key stakeholders across the industry.
		In summary, while we cannot provide a specific market share figure at this time, we have established a national sales organization with a dealer channel of highly reputable and successful partners to support and deliver Emergent solutions to Public Safety.
15	What is your Canadian market share for the Solutions that you are proposing?	Emergent currently sells in the continental United States and does not sell in Canada.
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 Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Emergent has never petitioned for bankruptcy protection.

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	Emergent is both a manufacturer and a service provider. We provide manufactured Telematics Control Units (TCUs) for our customers and design and engineer SaaS products tailored for municipal fleet and emergency services. This integrated approach offers a unique and innovative solution to the market. Our dealer network consists of independent and well-established providers with longstanding relationships across thousands of departments. These dealers play a crucial role in identifying and referring qualified prospects to us through a revenue-	
	distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network	sharing arrangement. While these dealers are not Emergent employees, they function as an extension of	*
	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?	our sales and service force, leveraging their deep industry connections to introduce our solutions to the right stakeholders. Their expertise in municipal fleet and emergency service operations ensures that our products and services are seamlessly integrated into existing infrastructure, maximizing the value we provide to our customers.	
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.	No licenses or certifications are required in pursuing the business contemplated by this RFP.	*
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 Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Emergent has never been suspended or debarred in the organization's history.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Emergent has been recognized and endorsed by both the California Fire Chiefs Association and the Western Fire Chiefs Association as their partner of choice for Fleet Telematics, Fire Tactical Software, Records Management System, Checklist Software, and Inspections capabilities.	*
21	What percentage of your sales are to the governmental sector in the past three years?	100% of our sales are focused on the governmental/special district sector.	*
22	What percentage of your sales are to the education sector in the past three years?	None of our sales are focused on the education sector.	*
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?	Emergent holds a contract with NPPGov. Our retrofit kit and SaaS are also available through the Pierce/Siddons-Martin HGAC contract. These are new vehicles for us and have not had reportable volume over the last three years.	*
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?	Emergent does not hold any GSA contracts or Standing Offers and Supply Arrangements.	*

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 *	
Tualatin Valley Fire & Rescue	Chief Laura Hitt	503-649-8577	*
Central Pierce Fire & Rescue	Deputy Chief Brent VanKeulen	253-538-6400	*
Boise Fire Department	Fire Chief Mark Niemeyer	208-570-6500	*

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.	Emergent has nationwide sales coverage. Our sales team consists of a National Sales Director, responsible for all Emergent sales and Dealer channel development. Reporting to the National Sales Director are Regional Sales Managers, which sell directly to customers and are responsible for Dealer channel partners in their territory. Emergent currently has 3 Regional Sales Managers (West, Central and East) with plans to add capacity as needed based on business volume. We do not currently sell into Canada. As part of our Sales team, we also have sales engineering, customer success and support. In total Emergent currently has 24 dedicated full-time employees and is growing.
		Our hardware can be sold by and serviced/warrantied by the service centers of all dealer channel partners. Since Emergent is part of the Hughes family of businesses, our stock and primary service dealerships coexist with the Hughes Sales and Service Centers located in Alaska, Arizona (Phoenix), Hawaii (Kapolei), Idaho (Meridian), Montana, Nevada (Las Vegas), Oregon (Portland, Springfield, Albany), Washington (Tacoma, Burbank, Mount Vernon). Our primary stock is kept and managed in the Springfield, OR facility.
		Emergent sales and support, and Emergent Dealer Network sales and service staff do not overlap.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	In addition to our robust internal sales force, we have established a strategic partnership with members of the Pierce Dealer Network, we refer to these channel partners as the Emergent Dealer Network. This collaboration allows us to leverage their extensive relationships with fire departments nationwide, enhancing our ability to educate, promote, and provide service for our products.
		Emergent has established Dealer channel agreements with ten Pierce Fire/EMS apparatus dealers, and two major associations in the continental United States, and are always welcome to adding new Dealer channel partners. Our existing Dealer channel agreements enable sales and lead generation in 29 states. We are in progress of onboarding 2 new dealer channel partners representing an additional 14 states. The Dealer's role is to generate leads and promote the sale of the Emergent solution, including Sourcewell participation, during new apparatus sales, and with existing customers who have a need for retrofitting their fleet with telematics and/or have a need for addressing challenges in Fire/EMS Response Operations, Reporting and Records Management. Our Sales team trains, and resources the Dealer channel partners, encouraging active lead generation in Emergent sales. Emergent's Dealer channel network consists of more than 100 dedicated sellers across the country with service centers and staff in 29 states.
		Our active Emergent Dealer Network consists of:
		1. Conrad Fire Equipment 2. Reliant Fire Apparatus 3. FireMatic Supply Co 4. Emergency Equipment Professionals 5. Hughes Fire Equipment (Shared owner with Emergent) 6. Atlantic Emergency Solutions 7. Ten8 Fire & Safety 8. Allegiance Fire and Rescue 9. Golden State Fire Apparatus 10. Front Range Fire Apparatus
		Our Active Association Lead Generation Agreements consist of:
		Western Fire Chiefs Association California Fire Chiefs Association (CalChiefs)
		Please see the dealer network map located in the attachment section of our proposal

28	Service force.	Our service force operates primarily through the Emergent Dealer Network, which is instrumental in installing hardware and providing technical support. The strategic advantage of partnering with the Emergent Dealer Network lies in their nationwide presence with strategically located shops across the entire geography. This extensive coverage ensures that help is always within reach, whether it's for installation or urgent technical assistance.
		Moreover, the Pierce Dealer network offers roadside assistance, further enhancing our service capabilities. This allows installation and troubleshooting of hardware to be performed at their location without having to transport the apparatus to the dealer's shops.
		The Dealers within the network are not just service providers; they are experts in emergency apparatus. Their specialized knowledge in this area guarantees that they understand the intricacies of our hardware, ensuring proper installation and swift resolution of any issues that may arise. Their expertise is a testament to the quality and reliability of the service we provide to our clients.
		For SaaS related issues requiring technical support, Emergent Service Agreements detail our service levels with dedicated online ticketing and emergency phone contact information for customer support. Our agencies also have an escalation points with their Regional Sales Manager and National Sales Director for escalation purposes.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our ordering process is designed to be direct and customer centric. We handle orders directly with the customer, ensuring a personalized and efficient experience. Our internal implementation team is dedicated to making the ordering process as fast and easy as possible, guiding customers through each step with clarity and support. Our implementation team's goal is to have implementation completed within 2 weeks of receipt of order.
		For orders facilitated through our dealer network, the process remains directly managed by our team. However, we collaborate closely with our dealers, who are available to assist with hardware installation and any additional support required. This partnership allows us to maintain a high level of service quality and customer satisfaction, while also leveraging the expertise of our dealers for technical tasks.
		Emergent SaaS ordering process will provide an initial quote to customers for the products desired, including all applicable discounts. Upon verbal agreement, a Docusign package will be provided containing the Emergent Services Agreement, Business Associate Addendum as per HIPPA requirements, and a final quote with all applicable products. For fleet purchases which utilize a managed cellular connection, a supplemental Emergent Telematics Subscription Services Agreement and a telematics hardware Terms of Sale and Limited Warranty document will also be provided. All Emergent SaaS sales are processed by Emergent sales staff. Emergent software is purchased on a one-year renewable software subscription unless otherwise specified in a sales contract at the request of the purchasing agency.
		Emergent hardware ordering of Telematics unit can either be placed through an Emergent Dealer Network parts department, or through Emergent directly. Emergent's MSRP and applicable discounts for the telematics hardware does not change for Emergent Dealer Network pricing.

30	Describe your product implementation strategy. If utilizing installation partners, describe and define their role in the strategy.	At Emergent, we pride ourselves on delivering a seamless and effective onboarding experience for our clients. Our comprehensive implementation plan (provided on request) is designed to ensure that our clients are fully supported from the very first interaction through to deployment and ongoing success. Our methodology is centered around planning and implementation in a coordinated fashion, timing training at the appropriate part of the process to ensure those trained can retain information and quickly put it to use with the platform.	
		Our general objectives will be to begin the project (phase 1) by gathering client information, identifying/defining key roles and responsibilities. These responsibilities will include those related to the management of the project as well as the operational roles that will be implemented along the way. Once we have gathered key information, we will work with the City to coordinate an effective Kickoff meeting to review the project scope and plan.	*
		Post-Kickoff, we will begin preparing for the onboarding process (phase 2) by facilitating hardware setup of fleet, coordinating training and documentation tailored to the project and use cases, and finally coordinating data import from external systems into the platform. At this point we begin the implementation phase (phase 3). This phase will consist of deploying the product, training and education and user acceptance testing.	
		Phase 4 of the project will be Go-Live and Support phase. This phase consists of Go-Live preparation, Go-Live Activity and Post-launch support.	
		At this point, the Emergent platform is fully deployed, operational and supported. Emergent will be able to begin working with the city to identify and coordinate a lifecycle/roadmap plan for the city which would include automation and evolution of integrated systems for records flow and sharing.	
31	Describe in detail the process and	Customer Service Program	
	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	At Emergent, we are committed to providing exceptional customer support through our comprehensive service program. Our approach is multi-faceted, ensuring that customers receive timely and effective assistance whenever needed.	
	service goals or promises.	Online Client Help Desk	
		Our primary support channel is the online client help desk, a user-friendly platform where customers can easily submit tickets to report any issues they encounter. This system is monitored by our dedicated staff who are trained to promptly address and escalate issues as necessary, ensuring a swift resolution.	
		Dedicated Staff and Escalation Procedures	*
		We have a team of customer care associates available Monday to Friday from 8 am to 5 pm Pacific Time. During these hours, customers can call to speak directly with an associate for immediate assistance. Our staff is equipped to handle a wide range of inquiries, from simple questions to complex technical issues.	
		24/7 On-Call Support	
		Recognizing the need for round-the-clock assistance, Emergent also provides an on-call support team member available 24/7. This ensures that outside of regular business hours, customers still have access to support via our customer care telephone line. Whether it's late at night or during the weekend, our on-call team is ready to provide the necessary support.	
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Emergent is fully equipped with the experience, financial strength, and infrastructure necessary to support and facilitate growth across all 50 states. Our seasoned sales force is well-versed in the esteemed reputation of Sourcewell and is strategically positioned to capitalize on Sourcewell's market dominance when advocating for our products and services.	
		A pivotal aspect of our strategy involves educating our customers on the benefits of utilizing consortiums like Sourcewell. We aim to streamline their procurement process by assisting them in leveraging Sourcewell's cooperative purchasing advantages. This approach not only saves agencies money but also circumvents the lengthy and costly bidding process, thereby expediting access to our solutions.	*
		Our collaboration with Sourcewell is more than a convenience; it's a strategic enhancement to the customer experience. By integrating Sourcewell's into our service model, we provide a value-added proposition that underscores our dedication to efficiency and customer satisfaction.	

33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Emergent is fully prepared and eager to extend our products and services to Sourcewell participating entities in Canada. Our experience in the Fire & EMS sector, coupled with our financial stability and robust infrastructure, positions us to support and facilitate growth beyond the United States.	
		We are committed to delivering the same level of service excellence and operational support to our Canadian partners as we do in the United States. Our sales force is well informed about the significance of Sourcewell and is ready to leverage this relationship to promote our software solutions effectively.	*
		Our readiness to collaborate with Sourcewell in Canada reflects our dedication to providing top-tier products and services to all participating entities. We are enthusiastic about the opportunity to work with Canadian agencies and are fully equipped to meet their specific needs with our innovative healthcare solutions.	
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There are no areas within the United States or Canada that Emergent will not be serving under the proposed contract.	*
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.	Emergent services all sectors and has no conflicting contracts.	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Emergent does not hold any GSA contracts or Standing Offers and Supply Arrangements.	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Emergent will extend terms of any awarded master agreement to nonprofit entities.	*

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	Our marketing strategy is centered around targeted outreach, educational content, and strategic partnerships. We aim to create awareness and generate interest in the contract opportunity by leveraging a variety of channels and materials.	
	the document upload section of your response.	Targeted Outreach: We will utilize direct marketing efforts, including personalized emails and phone calls, to reach out to potential customers within the Sourcewell network. Our messaging will focus on the benefits and efficiencies gained by utilizing the contract.	
		2. Educational Content: We will produce informative content such as blog posts, whitepapers, and case studies that demonstrate the value of our products and services. This content will be distributed through our website, social media channels, and at industry events.	
		3. Strategic Partnerships: We will collaborate with industry influencers and thought leaders to amplify our message. By partnering with respected voices in the field, we can enhance credibility and reach a wider audience.	
		4. Sales Collateral: Our sales team will be equipped with brochures, flyers, and presentation decks that clearly outline the contract's advantages. These materials will be used in meetings and at trade shows to visually communicate the contract's value proposition.	ŧ
		5. Digital Advertising: We will run targeted ad campaigns on platforms frequented by our target audience. These ads will direct users to a dedicated landing page where they can learn more about the contract and request additional information.	
		6. Customer Testimonials: We will highlight testimonials from satisfied customers who have benefited from our products and services through the contract. These testimonials will be featured in our marketing materials and on our website.	
		7. Trade Shows and Conferences: We will actively participate in relevant trade shows and conferences to promote the contract. Our presence at these events will include speaking engagements, booth displays, and networking opportunities.	
		Note: As requested, representative samples of our marketing materials will be uploaded in the document upload section of our response. These samples will include examples of our email campaigns, brochures, and educational content that highlight the features and benefits of our contract offering.	

39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Emergent utilizes email and social media marketing programs that inform our prospects about our cooperative purchasing agreement participation. Additionally, we deploy SEO (search engine optimization) terms on our website to attract parties who may be interested in leveraging cooperative agreement purchasing.	*
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 plays a pivotal role in promoting contracts arising out of this RFP by providing a trusted cooperative procurement resource for its members. It streamlines the purchasing process, allowing entities to leverage competitively solicited contracts, thus saving time and resources. Sourcewell's endorsement serves as a seal of quality and compliance, assuring participating entities of the value and integrity of the contracts.	
		1. Upon being awarded a contract by Sourcewell, Emergent will integrate it into our sales process as follows:	
		2. Training and Education: Our sales team will be thoroughly trained in the specifics of the Sourcewell-awarded contract, ensuring they understand the benefits and procedures associated with it.	
		3. Marketing and Communication: We will develop marketing materials that highlight the advantages of purchasing through the Sourcewell contract, emphasizing the ease, compliance, and cost-effectiveness it offers.	*
		4. Customer Engagement: During customer interactions, our sales representatives will present the Sourcewell contract as a preferred purchasing option, detailing how it can expedite the procurement process.	
		5. Operational Integration: Internally, we will align our order processing and customer service systems to recognize and prioritize Sourcewell contracts, ensuring a smooth and efficient transaction for the customer.	
		6. Feedback and Improvement: We will maintain an open line of communication with Sourcewell and our customers to gather feedback and continuously improve our service delivery under the contract.	
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.	Emergent currently does not have an E-procurement ordering process but is exploring it for the future.	*

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

Line	Question	Response *	
Item	Question	Response	

Describe any product, equipment, maintenance, or operator training programs that you offer to such as the provides training is standard or optional, who provides training, and any you costs that apply. **Tortical Board – The Teached Board or seekes as a utility age, so shower solution which grants agencies real-time and historical insights into their faeet in an intuitive view. The installation of the general provides training that the provides that the		<u> </u>		_
Include details, such as whether training is standard or optional, who provides training, and any costs that apply. See that apply. The provides training and any costs that apply. The provides training and the provides real-time and the provides and the provides real-time and th	42	maintenance, or operator training programs that you offer to	includes our Fleet Dashboard, Tactical Board, and Checklists modules. Pricing for Fleet and	
tools to manage, organize, and record critical information during emergency incidents, Integrating live data streamed from co-call apparatus, the Tacical Board provides real-time insights into location, personnel information, and apparatus status, enhancing situational awareness for effective decision-making. Checkelists — The Checklelist module empowers agencies to streamline required checklists for apparatus, inventory, and stations, integrated with the Fleet Dashboard, this module assists in maintaining in-service apparatus and minimizing downtime for maintenance and repair. By facilitating efficient checklist completion, agencies can ensure compliance and operational readiness. Inspections and EMS — Emergent's add-on modules that take customers beyond the power of full fleet management and enhanced situational awareness. Inspections - The Inspection Module, an advanced Software as a Service (SauS) offering designed to enhance the capabilities of an agency's fire prevention inspections, conducting inspections for prevention with a dedicated app, and seamlessly communicating inspection results to customers via email. EMS - The EMS Module is a comprehensive suite comprising of the EMS app, Electronic Patient Care Records (EPCR), and Records Management Software (RMS) accessible through continuous and prevention inspections, conducting inspection results to customers via email. EMS - The EMS Module is a comprehensive suite comprising of the EMS app, Electronic Patient Care Records (EPCR), and Records Management Software (RMS) accessible through continuous more prevention inspections, conducting inspection results to customers via email. EMS - The EMS Module is a comprehensive suite comprising of the EMS app, Electronic Patient Care Records (EPCR), and Records Management Software (RMS) accessible through continuous more prevention in search and the province of the continuous more prevention in the search and effective assistance to patients in englance province and prevention and patient province in the pro		Include details, such as whether training is standard or optional, who provides training, and any	agencies real-time and historical insights into their fleet in an intuitive view. The installation of Emergent's Telematics Control Unit (TCU) on each apparatus translates live data from various components, transmitting it wirelessly via LTE radio or existing routers. This ensures agencies have a centralized platform for easy maintenance, diagnostics, and monitoring of their fleet,	
apparatus, inventory, and stations. Integrated with the Fleet Dashboard, this module assists in maintaining in service apparatus and minimizing downtime for maintenance and repair. By facilitating efficient checklist completion, agencies can ensure compliance and operational readiness. Inspections and EMS – Emergent's add-on modules that take customers beyond the power of full fleet management and enhanced situational awareness. Inspections - The Inspection Module, an advanced Software as a Service (SaaS) offering designed to enhance the capabilities of an agency's fire prevention division. This module serves as a comprehensive solution for maintaining occupancy records, scheduling fire prevention inspections, conducting inspections efficiently with a dedicated app, and seamlessly communicating inspections efficiently with a dedicated app, and seamlessly communicating inspection results to customers via email. EMS - The EMS Module is a comprehensive suite comprising of the EMS app, Electronic Patient Care Records (EPCR), and Records Management Software (RMS) accessible through our user-friendly portal. Emergent's EMS app stands as a game-hanger for EMS crew members, offening indispensable tools for protocol administration. By prioritizing simplicity and efficiency, our app enables crews to swiffly enter patient information and perform protocols. This intuitive approach ensures EMS professionals can maintain their focus where it matters most – providing immediate and effective assistance to patient patients and protocols. This intuitive approach ensures EMS professionals can maintain in leaf Table (PCPR). RMS software, an integral component of our EMS Module, facilitates seamless record-keeping and report generation. Agencies can leverage this feature to conduct audits and effortlessly submit NEMSIS reports to manage patient data with precision and accuracy. Currently in active development, the EMS Module is slated for completion in early 2028. Our team is dedicated to ensuring the highest standards of functi			tools to manage, organize, and record critical information during emergency incidents. Integrating live data streamed from on-call apparatus, the Tactical Board provides real-time insights into location, personnel information, and apparatus status, enhancing situational	
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We regularly take encrypted backups with scheduled integrity checks to ensure business		Services (CJIS), the Health Insurance Portability and		
		, assumed that the transfer of		

45	Describe your data backup and recovery solutions.	Emergent has a multi faceted approach to data privacy that covers key data privacy concerns. First, we ensure that Emergent has transparency with the customer in terms of what data it collects, including collecting only the data that is necessary for the service we provide. This data collection also only occurs after customer consent has been given as part of our service agreement.	
		Data is also encrypted in transit and at rest using industry standard infrastructure and protocols. This includes using Amazon S3 with AWS-256 encryption for storage, and TLS encryption during data transport. On top of that, access control within Emergent is limited to authorized personnel only, with MFA being required for AWS access.	
		Customers are also able to request to have their data deleted in the event they no longer wish to use Emergent's services. Emergent also engages in regular internal security audits to perform vulnerability scans, penetration testing, andidentifying potential weaknesses.	
46	Demonstrate your connectivity, interoperability and integration capabilities between your offered solution(s) and other software systems.	Emergent is a company focused on gathering and centralizing high value data, making it interoperable within the incident and post-incident sharing across platforms for better outcomes. We do not believe in pay walls for data. Today we currently have software integrations with PulsePoint (CAD feed and vehicle ETA), Telestaff and Stationwise (Staff Reporting), Kno2 (patient transfer), and Interra (GIS). We also have a fleet integration with Pierce ClearSky for fleet data integration. We believe software should be interoperable within agency operations, and across solutions and are glad to support our customers with integrations that enhance operations.	
47	Describe any "green" initiatives that relate to your company or to your solutions, and include a list of the certifying agency for each.	As a SaaS company based in the Pacific Northwest, we are deeply committed to environmental sustainability, a value shared by our owners and employees. While we do not yet have our own specific "green" initiatives in place, we recognize the importance of eco-friendly practices and are actively exploring ways to integrate them into our operations and services.	
		Currently, our focus is on developing a sustainable framework that aligns with industry best practices and environmental standards. We aim to implement initiatives such as reducing our carbon footprint, utilizing energy-efficient technologies, and promoting remote work to minimize commuting-related emissions. Additionally, we are exploring partnerships with organizations that can guide us in obtaining relevant environmental certifications in the future.	
		Emergent fully aligns with Pierce Manufacturing and AWS, following their lead in sustainable campaigns and initiatives. As Pierce pushes forward with electric apparatuses, Emergent is at the call to vouch for and promote departments across the country to consider more sustainable additions to their fleets. Using Amazon AWS for "on-demand compute" server technology can significantly reduce the environmental impact of IT infrastructure. Emergent believes in AWS highly efficient data center's ability to leverage renewable energy sources and advanced energy management practices, resulting in lower carbon footprints compared to traditional on-premises data centers.	
		While these are only a few of the ways Emergent looks to make a "green" footprint, we look forward to updating our stakeholders as we progress on this important journey.	
48	Identify any third-party issued ecolabels, 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.	At this time, we have not received any third-party eco-labels, ratings, or certifications related to energy efficiency, conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. We remain committed to sustainability and are continuously working towards meeting and exceeding industry standards for environmental responsibility.	
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	Emergent is proud to provide a unique product that integrates vehicle telematics with industry-standard solutions, creating a more accurate and useful tool. We offer disruptive pricing, ensuring significant value for Sourcewell entities. This discount we're offering Sourcewell participating entities reflects our commitment to cost-effective solutions without compromising quality or performance.	
	Sourcewell participating entities?	Our product's key strengths lie in its enhanced accuracy and comprehensive nature. By combining various functionalities into a single platform, we streamline operations and improve decision-making through superior data collection and analysis. This integration leads to better operational efficiency, safety, and reduced need for multiple systems. This is functionality that public safety has been working diligently to find and support, which is evidenced by our elite/endorsed status from both the Western Fire Chiefs and California Fire Chiefs. Both of these entities have a long history with Sourcewell – dating back to the advent of the Fire-Rescue GPO. The members of these organizations, and the other fire chiefs' associations around the country desire to see us affiliated and available within the Sourcewell family so that they can purchase us easily and receive a member benefit for doing so. They have pushed us to engage with Sourcewell as soon as possible.	

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.		C Yes No	No *
51		Minority Business Enterprise (MBE)	C Yes No	No *
52		Women Business Enterprise (WBE)	∩ Yes	No *
53		Disabled-Owned Business Enterprise (DOBE)	C Yes ⓒ No	No *
54		Veteran-Owned Business Enterprise (VBE)	○ Yes ⓒ No	No *
55		Service-Disabled Veteran-Owned Business (SDVOB)	C Yes © No	No *
56		Small Business Enterprise (SBE)	C Yes ⓒ No	No *
57		Small Disadvantaged Business (SDB)	C Yes	No *
58		Women-Owned Small Business (WOSB)	C Yes ⓒ No	No *

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	methods.	Emergent's standard payment terms are net 30 from date of invoice. Customers may pay using check or wire. If a customer chooses to pay using a credit card, they will be charged a credit card processing fee.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	Emergent does not offer any leasing or financing options.	*

61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement	In connection with an awarded contract, we propose to use the following standard transaction documents:
	(order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Emergent Services Agreement (SaaS Contract): Established at the initial creation of a relationship with a customer, and maintained at the discretion of the customer until they indicate they would like to terminate. This document is not required for annual renewals.
		Business Associate Addendum: HIPPA Business Associate Addendum established at the signing of the Emergent Services Agreement and valid through the life of the Services Agreement.
		Terms and Conditions: These documents outline the general terms and conditions governing the relationship between our company and the client. They cover important aspects such as payment terms, warranty provisions, liability limitations, and other legal considerations. We have Terms and conditions for SaaS and Telematics purchases depending on the software order. These agreements are included on the final quote of every purchase and annual renewal.
		Emergent Telematics Subscription Agreement: Included on orders which contain new telematics hardware that will leverage an Emergent managed cellular connection. This applies to new orders and renewals. This agreement would not be included, nor apply to telematics orders which leverage a non-Emergent managed connection like an ethernet connection to a vehicular router, or a WiFi connection to a broadband hub device.
		Terms of Sale and Limited Warranty: This agreement is included with orders including Telematics hardware.
		Each of these documents plays a critical role in establishing clear expectations and responsibilities for both parties, ensuring a smooth and transparent contractual relationship. Samples of each document type can be found in the document upload section of our response.
62	Explain your licensing process and the service agreements required of end users.	Emergent SaaS products are licensed to the customer on one-year renewable subscriptions unless otherwise specified by the purchasing agency in a custom purchasing agreement. Emergent will provide an initial quote to the customer containing all applicable software products. Upon agreement, Emergent will issue a Docusign package containing the final quote with any supplemental documents as referenced in section 44.
		Except for Fleet subscriptions which are licensed by vehicle due to managed connectivity considerations, all Emergent SaaS products are licensed on an annually renewable subscription based on agency incident volume and are not sold on a per user license model. Therefore, end user agreements or licenses are not required. The agency agreement covers terms of service and use.
63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Emergent does not currently accept P-card procurement or payment but is open to accepting this option in the future.

Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.

Emergent's SaaS pricing model is based on an agency's estimated annual emergency incident call volume. Our goal is to ensure Emergent software is accessible to the smallest agencies with very low call volumes, and scales competitively for large agencies with complex response environments. Emergent works with the agency to determine the appropriate Fire and EMS incident volumes prior to the initial software quote, and then will work with the agency upon renewal to ensure incident volumes (higher or lower) are reflected in the update pricing. If an agency contracting vehicle like Sourcewell has a limit on annual subscription price increases, Emergent honors that contractual obligation. For products and services purchased through the Sourcewell contract, Emergent offers a 10-20% discount on SaaS, hardware, and additional services. A full pricing schedule has been provided.

Illustrative example, if an agency has an estimated annual emergency incident volume of 70,150 calls for service, purchases Essential Operations software, and includes 25 hardware kits with Emergent managed cellular connections, the total cost would be calculated as follows:

E1000: Emergent Essential Operations (30,000-149,999 incidents): 70,150 incidents × \$0.48 per incident = \$33,672 (1 year renewable license)

Emergent Fleet Telematics Subscription: 25 vehicles * \$120/vehicle = \$3,000 (1 year renewable license)

Hardware Cost: 25 kits × \$1,170 per kit = \$29,250

Total Year-1 Purchase Price: \$36,672 (Annual renewable fee) + \$29,250 (One time hardware charge)

In year 2, only the annually renewable licenses would be invoiced and pricing would be adjusted based on call volume changes (net positive or negative) for the agency, aligning with any contractual limitations on year over year price increases.

For further details, please refer to the attached pricing document available in the Sourcewell RFP portal.

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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.	Emergent offers a base price for our software. The combination of products determines the base price for the purchase. The base price applies to agencies with annual incident calls for service volumes below 549 calls.
		Base Pricing: Emergent Essential Operations: \$2/incident Emergent Inspections: \$1/incident Emergent EMS: \$3/incident
		As agency annual incident call volumes rises, Emergent discounts the base pricing accordingly.
		Volume Discount Tiers: Tier 1: 0-549 incidents: 0% Tier 2: 550-5499 incidents: 30% Tier 3: 5500-29999 incidents: 40% Tier 4: 30000-149999 incidents: 70% Tier 5: 150000+ incidents: 75%
		Once the volume discount is applied, applicable purchasing contract discounts will be applied. Our discount for Sourcewell purchases is an additional 20%. This is the most significant discount Emergent offers in standard pricing.
		Sourcewell Discount: 20%
		Finally Emergent will apply additional discounts. We currently offer a discount for agencies associated with either California Fire Chiefs Association or Western Fire Chiefs Association as follows:
		Emergent Essential Ops Only Purchase: 5% Emergent Essential Ops + Inspections or EMS: 8%
		Illustrative Example: For an agency with an estimated incident volume of 70,150, who purchases Essential Ops and Inspections, the base price per incident is \$3.00. With a 70% volume discount, the adjusted rate is \$0.90 per incident. The Sourcewell contract discount then reduces this 20% further to \$0.72 per incident. Finally if the customer is affiliated with either CalChiefs or WFCA, an additional 8% will be applied bringing the per incident pricing to \$0.66 per incident.
66	Describe any quantity or volume discounts or rebate programs that you offer.	The table below outlines the volume discount percentages off base pricing:
		Volume Discount Tiers: Tier 1: 0-549 incidents: 0% Tier 2: 550-5499 incidents: 30% Tier 3: 5500-29999 incidents: 40% Tier 4: 30000-149999 incidents: 70% Tier 5: 150000+ incidents: 75%
		Emergent also offers pricing discounts based on association affiliation with CalChiefs or WFCA. This would be an additional 5% off Essential Operations only purchases and 8% off purchases that include Essential Operations plus any additional package (Inspections or EMS).
		Lastly, Emergent offers a fleet incentive program. For agencies with at least 1 Pierce ClearSky subscription on a fleet vehicle, Emergent will provide our Fleet/Checklists modules without the Fire Tactical board for 1 year at a low cost. The introductory price is \$1000, but could be adjusted lower for very small agencies. Special discounts do not apply to these introductory offers, but Emergent will honor the Sourcewell discount along with this fleet incentive. It is expected to run through the calendar year of 2025. This price does not include any hardware or fleet subscription services. It applies to the SaaS software modules only.
		Emergent may choose to run incentives from time to time and will always commit to including the Sourcewell discount to those programs.

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.	Not applicable to Emergent's proposal.	*
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 predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	In-person training will be quoted based on size of class & number of days of training. A quote will be provided.	*
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.	Shipping and handling of hardware will be processed upon invoicing.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	All products shipped are from Springfield, OR. Shipments to Alaska, Hawaii, and Canada will be based on customer shipping preference. Shipments to Canada will include any applicable tariffs, taxes, VAT or other governmental fees.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Emergent's SaaS can be accessed on all popular desktop and mobile browsers. Firmware updates for our hardware can be performed "over the air".	*
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.	Emergent takes pride in upholding the integrity of the programs and cooperative purchasing contracts we participate in. To assist in the self-audit process, we will document all purchases that utilize the contract and gather all information needed to pay the proper administrative fee. To manage & keep track of all necessary fees, Emergent uses a CRM solution that can be customized to track and manage applicable transactions utilizing the Sourcewell contract.	*
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.	On a regular basis Emergent will provide the percentage of orders utilizing Sourcewell so we can compare it to the prior months/years. Additional metrics will be tracked to see what services and products are most purchased using the contract so that we can better understand customer purchasing behavior and where we can adjust sales process to obtain more purchases. Additionally, new leads from our participation in the Sourcewell cooperative purchasing program will be tracked.	*
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.	The Administrative Fee that Emergent will pay to Sourcewell for this proposed contract is aligned with the other cooperative purchasing contracts awarded to Emergent to create alignment and consistency. That fee will be a 2% fee on all hardware, SaaS, and other services.	*

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.	As an incentive to the Sourcewell contract, Emergent has offered better pricing on hardware and an additional 10% on software. Emergent typical MSRP for all hardware sales is exclusive of any discounts and provides significant value to Sourcewell participants in need of fleet retrofit services.

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.	Essential Ops Bundle is a suite of software sold as a Software as a Service ("SaaS") which includes our Fleet Dashboard, Tactical Board, and Checklists modules. Pricing for Fleet and Fire is based on the agency's call volume and is billed annually.
		Fleet Dashboard – The Fleet Dashboard is a cutting-edge software solution which grants agencies real-time and historical insights into their fleet in an intuitive view. The installation of Emergent's Telematics Control Unit (TCU) on each apparatus translates live data from various components, transmitting it wirelessly via LTE radio or existing routers. This ensures agencies have a centralized platform for easy maintenance, diagnostics, and monitoring of their fleet, ultimately optimizing operational efficiency.
		Tactical Board – The Tactical Board serves as a vital app for Incident Commanders, offering tools to manage, organize, and record critical information during emergency incidents. Integrating live data streamed from on-call apparatus, the Tactical Board provides real-time insights into location, personnel information, and apparatus status, enhancing situational awareness for effective decision-making.
		Checklists – The Checklists module empowers agencies to streamline required checklists for apparatus, inventory, and stations. Integrated with the Fleet Dashboard, this module assists in maintaining in-service apparatus and minimizing downtime for maintenance and repair. By facilitating efficient checklist completion, agencies can ensure compliance and operational readiness.
		Inspections and EMS – Emergent's add-on modules that take customers beyond the power of full fleet management and enhanced situational awareness.
		Inspections - The Inspection Module, an advanced Software as a Service (SaaS) offering designed to enhance the capabilities of an agency's fire prevention division. This module serves as a comprehensive solution for maintaining occupancy records, scheduling fire prevention inspections, conducting inspections efficiently with a dedicated app, and seamlessly communicating inspection results to customers via email.
		EMS - The EMS Module is a comprehensive suite comprising of the EMS app, Electronic Patient Care Records (EPCR), and Records Management Software (RMS) accessible through our user-friendly portal. Emergent's EMS app stands as a game-changer for EMS crew members, offering indispensable tools for protocol administration. By prioritizing simplicity and efficiency, our app enables crews to swiftly enter patient information and perform protocols. This intuitive approach ensures EMS professionals can maintain their focus where it matters most – providing immediate and effective assistance to patients in need. The EPCR & RMS software, an integral component of our EMS Module, facilitates seamless record-keeping and report generation. Agencies can leverage this feature to conduct audits and effortlessly submit NEMSIS reports to mandated government agencies and insurance companies. This streamlined process not only enhances compliance but also enables agencies to manage patient data with precision and accuracy. Currently in active development, the EMS Module is slated for completion in early 2026. Our team is dedicated to ensuring the highest standards of functionality, security, and user experience. As a Software as a Service (SaaS) offering, the EMS Module exemplifies Emergent's commitment to delivering cutting-edge solutions which evolve with the dynamic needs of the emergency medical services landscape.
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and	The Emergent product fits within the following categories: - Public Safety Response Agency Situational Awareness
	services.	- Incident command and management - Mapping - Asset tracking and location - One-to-one and one-to-many collaboration and coordination - Public safety focused data and analysis applications - Public Safety Response Agency Operations - Pre-incident planning software - Incident/post-incident software

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.	C Yes C No		*
79	Mapping	Vertical location, indoor, outdoor	C Yes C No		*
80	Asset tracking and location	Personnel, vehicles, controlled substances, equipment, etc.	∩ Yes ∩ No		*
81	Community notifications	Evacuations, minor crime reporting, shelter in place, etc.	∩ Yes ∩ No		*
82	One-to-one and one-to-many collaboration and coordination	SMS, push to talk, video, voice, etc.	C Yes C 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	C Yes C No		*

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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	C Yes		*
85		Operational management (scheduling, training, compliance, etc.)	C Yes		*
86		Data analytics to inform staffing, deployment, station location, budget, and other management decisions.	C Yes C No		*
87	Incident/post-incident software	CAD, RMS for law enforcement, fire, and EMS	C Yes		*
88		Electronic Patient Care Reporting (ePCR) and data transfer to hospitals	C Yes		*
89		Digital and physical evidence management	C Yes		*
90		E-citation systems	C Yes		*
91		Law enforcement case management	C Yes		*

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		© Yes C No	Emergent includes Fire and Medical Incident response including situational awareness maps with the ability to integrate ESRI based GIS endpoints, a real time interoperable tactical board for incident management and medical quick charting. Emergent also includes a real time fleet dashboard which displays faults, alerts and telematics data reported from integrated vehicles.

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93	Incident command and management	Incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.	© Yes C No	mergent provides three applications. Essential Operations which include (1) Fire Incident Management and Reporting, Checklists and Fleet Dashboard. (2) Inspections, which includes occupancy tracking, preplanning documentation and fire prevention inspection reporting. (3) EMS which includes a full medical response module including response and reporting. Our maps can integrate any ESRI GIS endpoint, including standard layers like weather/traffic/construction. Emergent can also track unit assignments and staffing locally or through live integration feeds with CAD and applications.	*
94	Mapping	Vertical location, indoor, outdoor	© Yes ○ No	Emergent uses Apple Maps as a base layer which supports 3D visualization of buildings and topographical representation of terrain and has integrated a solution which will allow for the creation and overlay of 3D pre-plan building diagrams for vertical location representation.	*
95	Asset tracking and location	Personnel, vehicles, controlled substances, equipment, etc.	© Yes ○ No	Our Fleet Monitoring and Asset Tracking solution is designed to provide comprehensive visibility and control over fleet assets, ensuring optimal performance and operational efficiency. By integrating real-time data tracking, maintenance monitoring, and analytics, our solution empowers fleet managers to make informed decisions that enhance fleet reliability and safety.	*
96	Community notifications	Evacuations, minor crime reporting, shelter in place, etc.	C Yes ତ No	While Emergent does not provide direct community notification, our solution leverages PulsePoint for Computer Aided Dispatch information. With this integration, we provide real time location information of fleet integrated vehicles into the PulsePoint system augmenting their ability to provide ETA of dispatched providers for cardiac incident response.	*

97	One-to-one and one-to-many collaboration and coordination	SMS, push to talk, video, voice, etc.	© Yes C No	Emergent provides real time coordination of Fire Incident Management through the tactical board application. This application provides a common operating picture for every incident that can be controlled by the Incident Commander and viewed by all authorized users.	*
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	© Yes ○ No	Emergent provides open access to all data and records with the platform, including integration with predictive analysis solutions. Our solution excels at sourcing high value data from incident response, fire prevention, occupancy tracking, fleet tracking and others which enables focused data analysis for better outcomes and improved efficiencies. Emergent has a special focus in partnership with our sister company Emergency Technical Decon to gather data, enabling better measurement of fire exposure in order to support cancer prevention research.	*
99	Category 2 - Public Safety Response Agency Operations		© Yes ○ No	Emergent provides software for Fire and EMS Response Operations, but Emergent itself is not a Response Agency.	*
100	Pre-incident planning software	Fire prevention related inspections and enforcement	© Yes ○ No	Our solution supports the integration of GIS pre-plan layers into the situational awareness map, and documentation/tracking of occupancy data including pre-planning information within the Emergent environment itself. Supports fire preventions inspections.	*
101		Operational management (scheduling, training, compliance, etc.)	୮ Yes ୮ No	When supported by the pre- planning software provider, Emergent will integrate automating application of pre-planning information to the incident response platform.	*
102		Data analytics to inform staffing, deployment, station location, budget, and other management decisions.	ି Yes ତ No	When supported by the pre- incident planning software provider, Emergent will integrate automating application of pre-planning information to the incident response platform. Emergent's data 29 / 29 repository is owned by the customer and is an excellent source of data for pre-incident planning software providers to ingest.	*

103	Incident/post-incident software	CAD, RMS for law enforcement, fire, and EMS	© Yes	Emergent is an Incident/Post-Incident management, reporting and records management solution for Fire, EMS, Fleet and Inspections. We support CAD integration, but are not a CAD platform.	*
104		Electronic Patient Care Reporting (ePCR) and data transfer to hospitals	© Yes ○ No	Our EMS module supports Electronic Patient Care Reporting (ePCR), patient transfer to hospitals and records management.	*
105		Digital and physical evidence management	C Yes ⓒ No		*
106		E-citation systems	C Yes ⓒ No		*
107		Law enforcement case management	C Yes ⓒ No		*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 108. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *	
	C Yes	*
	© No	

Documents

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

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - Pricing Emergent_2025_Pricing_Schedule.pdf Tuesday March 04, 2025 11:47:25
 - Financial Strength and Stability Emergent Financial Stability Letter.pdf Tuesday March 04, 2025 11:48:07
 - Marketing Plan/Samples Marketing Documents.pdf Tuesday March 04, 2025 11:48:49
 - WMBE/MBE/SBE or Related Certificates Emergent Dealer Network)_Oct2024.pdf Tuesday March 04, 2025 12:11:51
 - Standard Transaction Document Samples Emergent Contracts.pdf Tuesday March 04, 2025 11:51:15
 - Requested Exceptions (optional)
 - Upload Additional Document Top Five Government & Education Customers.pdf Tuesday March 04, 2025 15:08:13

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. Dean Stock, Product Manager, Fleet, Emergent Health Care Solutions, LLC

Bid Number: RFP 030425 Vendor Name: Emergent Health Care Solutions LLC

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

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	₩	4
Addendum_11_Public_Safety_Software_RFP030425 Fri February 21 2025 08:25 AM	M	2
Addendum_10_Public_Safety_Software_RFP030425 Wed February 19 2025 02:57 PM	₩	2
Addendum_9_Public_Safety_Software_RFP030425 Wed February 12 2025 04:18 PM	₩	2
Addendum_8_Public_Safety_Software_RFP030425 Mon February 10 2025 10:04 AM	₩	2
Addendum_7_Public_Safety_Software_RFP030425 Mon February 3 2025 04:39 PM	₩	4
Addendum_6_Public_Safety_Software_RFP030425 Fri January 31 2025 10:29 AM	₩	2
Addendum_5_Public_Safety_Software_RFP030425 Wed January 29 2025 03:58 PM	₩	2
Addendum_4_Public_Safety_Software_RFP030425 Fri January 24 2025 11:47 AM	₩	2
Addendum_3_Public_Safety_Software_RFP030425 Tue January 21 2025 02:21 PM	M	3
Addendum_2_Public_Safety_Software_030425 Fri January 17 2025 03:35 PM	₩	1
Addendum_1_Public Safety_Software_030425 Fri January 17 2025 10:38 AM	₩	1

AMENDMENT #1 TO MASTER AGREEMENT # 030425-EMR

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Emergent Health Care Solutions LLC** (Supplier).

Sourcewell awarded a master agreement (030425-EMR) to the Supplier to provide Public Safety Software to Sourcewell and its Participating Entities (Master Agreement).

Supplier has requested to modify the Master Agreement.

NOW, THEREFORE, the parties wish to amend the Master Agreement as follows:

Article 2 Sourcewell and Supplier Obligations, Section 22. Insurance Coverage, a) Commercial General Liability Insurance, is deleted in its entirety and replaced with:

- 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.
 - \$1,000,000 each occurrence Bodily Injury and Property Damage
 - \$1,000,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate

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

Sou Jeremy Schwartz COFD2A139D06489 By:	Em Figned by: Find but a foliations LLC By: 89430D3A696D446	
Jeremy Schwartz	Kimberly Duyck	
Chief Operating and Procurement Officer	VP of Sales & Ops	
Date:10/30/2025 7:13 PM CDT	Date:10/30/2025 4:23 PM CDT	