



MASTER AGREEMENT #030425
CATEGORY: Public Safety Software
SUPPLIER: MIDL Technology Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and MIDL Technology Inc., 42 Oak Avenue, Tuckahoe, NY 10707-4025 (Supplier).

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

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

Article 1:
General Terms

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

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

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

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 17, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in Solicitation #030425, Category 1. Public Safety Response – Agency Situational Awareness, 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.

Complimentary equipment, accessories, and services must be directly related to the offering of systems or solutions described in section 7)a) 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 Sourcwell 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 Sourcwell 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 Sourcwell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R. § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

- ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

The Report must contain the following fields:

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

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

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

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

- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any 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.

19) **Grant of License.**

a) **During the term of this Agreement:**

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

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

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

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

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

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

Article 3: Supplier Obligations to Participating Entities

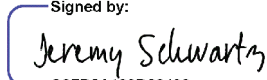
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

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

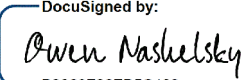
Sourcewell

MIDL Technology Inc.

Signed by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 7/21/2025 | 6:44 AM CDT

DocuSigned by:

B3860F26EB5C489...

By: _____
Owen Nashelsky
Title: COO/Treasurer

Date: 7/20/2025 | 2:26 PM PDT

RFP 030425 - Public Safety Software

Vendor Details

Company Name: MIDL Technology Inc.
42 Oak Avenue
Address: Tuckahoe, New York 10707
Contact: Owen Nashelsky
Email: owen@gomidl.com
Phone: 914-907-3550
HST#: 372103611

Submission Details

Created On: Thursday January 23, 2025 12:11:16
Submitted On: Tuesday March 04, 2025 16:20:59
Submitted By: Owen Nashelsky
Email: owen@gomidl.com
Transaction #: 57da21dc-cd2a-4c4b-9fa8-0ea59664ce15
Submitter's IP Address: 147.243.65.247

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.	MIDL Technology Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	There are no other subsidiaries, DBAs, affiliates, or entities responsible for offering and performing delivery of Solutions within this proposal	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	9R4X3	*
5	Provide your NAICS code applicable to Solutions proposed.	513210 - software publishers, 561611 - Investigation and Personal Background Check Services	
6	Proposer Physical Address:	42 OAK AVENUE, TUCKAHOE, NY 10707-4025	*
7	Proposer website address (or addresses):	www.gomidl.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	OWEN NASHELSKY, COO / Treasurer, 42 OAK AVENUE, TUCKAHOE, NY 10707-4025, owen@gomidl.com, 914-907-3550	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Russell Goldstein, VP of Sales, 42 OAK AVENUE, TUCKAHOE, NY 10707-4025, russ@gomidl.com, 505-252-3280	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Gabriel Ajram, CEO, 42 OAK AVENUE, TUCKAHOE, NY 10707-4025 gabe@gomidl.com, 914-703-7817. Ethan Sefchik, CRO / Secretary, 42 OAK AVENUE, TUCKAHOE, NY 10707-4025, ethan@gomidl.com, (724) 963-8822	*

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

Line Item	Question	Response *	
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>MIDL was born when a shooting occurred at a K-12 football game in Pittsburgh when one of the co-founders was involved in the crossfire of the incident. The entire incident was recorded by a security camera that watched as the shooter paced around outside of the event with a weapon exposed. From this moment forward, it was clear that cameras provide little value unless they are being searching or monitored. The co-founders of MIDL came together to build a solution that would assist in notifying relevant parties that a critical incident is unfolding, but more importantly, would also provide tools to prevent those incidents and resolve them quickly if they do occur. The goal is that regardless of how many safety personnel an entity has or how busy those people may be, there will always be a level of safety that is reinforced by our software.</p> <p>MIDL functions as a critical tool for law enforcement and public safety teams. It is our belief that we should not be building this product based on what we feel would help them. We are committed to continuing to develop this product by involving ourselves closely with every entity that we work with. This includes scheduled feedback sessions, in-person simulated scenario testing, and custom training models for the end user.</p> <p>Our presence as a business has spanned 4 years, with an entry point into the law enforcement and public safety space 2.5 years ago. When we honed in on our this industry focus 2.5 years ago, we did so by closely involved campus law enforcement and other public safety entities in the process to ensure we were solving problems they faced. Currently, our focus of clients is exclusively on campus and traditional law enforcement. This includes colleges & universities, police departments, K-12 schools, and hospitals/medical campuses.</p>	*
12	What are your company's expectations in the event of an award?	We have several potential clients who are eligible Sourcewell entities seeking ways to procure our services without issuing an RFP. If we are awarded the contract, we would immediately begin utilizing Sourcewell to collaborate with these prospective clients. Since Sourcewell would be our primary contract vehicle, we plan to encourage our law enforcement and education partners nationwide to register (if they haven't already) and acquire our services through Sourcewell.	*
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.	Please see attached for detailed reference letters.	*
14	What is your US market share for the Solutions that you are proposing?	Less than 1% but growing everyday	*
15	What is your Canadian market share for the Solutions that you are proposing?	No current clients 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.	No current or completed bankruptcies.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Manufacturer - MIDL Technology Inc. is the sole Manufacturer of the software and hardware associated with the MIDL services. Both sales and service as handled in house. Our Sales team will deal directly with Sourcewell members to deliver solutions and work directly for MIDL. For ancillary services that help enable the infrastructure required for a successful deployment (i.e. network cabling, ethernet switch deployment, etc), MIDL may contract AMSYS or another customer approved vendor to perform such services.	*

18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A - We have no licenses. What we offer is in two parts: 1 is software (and we are the manufacturer) so no licenses required. When it comes to the hardware, we plug in one server with the IT staff of the client. AMSYS is our primary subcontractor for ancillary support service work (i.e. cabling and network infrastructure) with approximately 1300 skilled engineers are based nationwide. They hold all relevant and necessary licenses for any ancillary work that is required.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	None	*
21	What percentage of your sales are to the governmental sector in the past three years?	15%	*
22	What percentage of your sales are to the education sector in the past three years?	20%	*
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?	We do not directly hold any other cooperative purchasing agreements. Recently our products were added onto NASPO and Omnia partners contract vehicles. If accepted, Sourcwell will be our first procurement vehicle that we hold directly to help potential clients buy our solution without going to RFP.	*
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?	No	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Tuckahoe Police Department	Larry Rotta - Chief of Police	(914) 961-3100	*
Eastchester Police Department	Richard Rosenberg - Lt. of Police	(914) 961-3464	*
Bedford Police Department	Mel Padilla - Chief of Police	(914) 241-3111	*
University of Pittsburgh	Jay Graham	(412) 855-3036	

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

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

Line Item	Question	Response *	
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26	Sales force.	<p>Our company is fully equipped to meet the needs of Sourcewell participating entities across the United States. We maintain a robust network of sales representatives strategically located in key states, including New Mexico, Pennsylvania, California, and New York. This geographic distribution ensures comprehensive national coverage, allowing us to provide localized support and timely responses to participating entities.</p> <p>Our team consists of a dedicated group of full-time equivalent (FTE) workers specializing in both sales and service functions. All sales representatives are contracted directly with the company and these professionals focus on engaging with clients, understanding their unique requirements, and facilitating seamless procurement processes through Sourcewell contracts. Additionally, we have in house skilled service providers positioned to handle installation, maintenance, and ongoing support to ensure the optimal performance of our solutions. In instances where sales and service functions overlap, our team operates collaboratively to deliver a streamlined and efficient experience, minimizing delays and enhancing overall customer satisfaction.</p> <p>This structure demonstrates our capability to provide high-quality solutions while maintaining the flexibility to address the diverse needs of Sourcewell participating entities.</p> <p>AMSYS is our primary subcontractor for ancillary support service work (i.e. cabling and network infrastructure) with approximately 1300 skilled engineers who are based nationwide.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	We are the only authorized seller. Our Partner Program is in development and envisions integrator partners to resell our services. At present, our in-house team of sales representatives and support specialists that will oversee and handle the distribution of our solution.	*
28	Service force.	MIDL has a dedicated team of experienced professionals managing sales and service requests, ensuring responsive and efficient support for participating agencies. To further enhance our capabilities, we partner with AMSYS as our primary subcontractor for ancillary support services, including cabling and network infrastructure. With a nationwide network of approximately 1,300 skilled engineers, AMSYS enables us to provide comprehensive, high-quality support across the U.S., ensuring seamless implementation and ongoing service for all participating agencies. This strategic partnership allows us to scale efficiently, meet diverse agency needs, and uphold the high standards expected within the Sourcewell cooperative purchasing framework.	*

29	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>Our ordering process is designed to provide participating entities with a streamlined and efficient way to purchase our solutions under the Sourcewell contract. Below is a detailed description of the process:</p> <p>Initial Contact: Participating entities will initiate the process by reaching out to our dedicated email address, Sales@gomidl.com, which is redirected to our sales representatives located across the country and globally. This setup ensures rapid response times and accessibility for all inquiries.</p> <p>Needs Assessment and Product Selection: Our sales team will work closely with the participating entity to understand their specific requirements. We will help identify the correct software tier and any associated hardware necessary to meet their needs effectively. This ensures that the selected solution aligns with their operational goals and technical infrastructure.</p> <p>Issuance of Order Form: After the appropriate products and services have been determined, we will issue an order form summarizing the agreed-upon items. This order form will explicitly reference our awarded Sourcewell contract to maintain compliance with cooperative purchasing requirements.</p> <p>Purchase Order Submission: The participating entity will then submit a purchase order (PO) referencing the Sourcewell contract. This formalizes the transaction and ensures alignment with Sourcewell's procurement framework.</p> <p>Invoicing: Once the purchase order is received, we will generate and send an invoice to the participating entity for the agreed-upon amount. The invoice will detail the products and services included, as well as the corresponding contract references.</p> <p>Order Fulfillment: After payment arrangements are confirmed, we will deliver the required software and hardware to the participating entity, ensuring efficient and timely fulfillment.</p> <p>Roles of the Proposer and Others:</p> <p>Proposer (MIDL):</p> <p>Serve as the primary point of contact for participating entities through Sales@gomidl.com. Assess client needs, recommend solutions, and issue order forms. Ensure compliance with Sourcewell contract terms in all documentation and processes. Manage invoicing and oversee delivery of products and services.</p> <p>Participating Entity:</p> <p>Identify their needs and communicate them through the provided email channel. Submit a purchase order referencing the Sourcewell contract. Process payment in accordance with the terms outlined in the invoice. This process ensures participating entities receive prompt, tailored support while maintaining compliance with Sourcewell's cooperative purchasing agreement. By utilizing our centralized email system, we can efficiently manage inquiries and deliver exceptional service across all regions.</p>
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30	Describe your product implementation strategy. If utilizing installation partners, describe and define their role in the strategy.	<p>Our product implementation strategy begins with a comprehensive needs assessment, where our team evaluates the participating entity's existing infrastructure, operational requirements, and security needs to develop a tailored deployment plan. We then review the submitted price list and recommend the most suitable hardware and software based on the entity's current environment and established objectives. From there, we create a detailed implementation roadmap that outlines key milestones, including hardware delivery timelines, necessary labor requirements, training schedules, system and hardware integration timeframes, and ultimately leads up to the software kickoff.</p> <p>Once the plan is finalized, installation is executed by a combination of in-house technicians and certified installation partners, who are selected based on their geographic coverage, technical expertise, and ability to meet the specific needs of the project. Following installation, our team works closely with the participating entity to configure system settings, integrate with existing infrastructure, and optimize performance, ensuring a seamless transition with minimal downtime.</p> <p>To maximize user adoption and system effectiveness, we provide comprehensive training programs, including on-site instruction, virtual sessions, and access to ongoing knowledge resources, equipping end-users with the skills to fully utilize and manage the solution with confidence. After deployment, we continue to provide ongoing support and maintenance, with a dedicated support team and certified installation partners offering continuous monitoring, troubleshooting, and system updates to ensure long-term reliability and performance.</p> <p>By following this structured approach, we ensure a smooth, efficient, and scalable implementation, allowing Sourcewell participating entities to quickly and effectively deploy our solutions with confidence.</p>
31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Customer Service Program: Process, Procedures, and Commitments Our customer service program is designed to deliver swift and effective solutions, ensuring minimal downtime and a seamless experience for our clients. It is built on two key components:</p> <p>In-App Support Ticket System Clients can access support directly from our application via a help button. This action immediately notifies all team members and generates a support ticket. The ticket is prioritized and routed to the appropriate team based on the issue's urgency and complexity.</p> <p>Dedicated Customer Success Managers (CSMs) Each client is assigned a dedicated Customer Success Manager who serves as their primary point of contact. CSMs provide personalized service, assist with escalations, and ensure proactive resolution of potential issues.</p> <p>Geographic Coverage and Response Capabilities Our support specialists operate across multiple time zones, including Eastern, Central, Western, and UK regions. This structure allows us to offer near-continuous availability and rapid response times, regardless of a client's location.</p> <p>Response and Recovery Commitments Initial Response: All clients receive an initial response within 24 hours of raising a ticket. Remote Issue Resolution: The vast majority of issues are resolved remotely within 48 hours.</p> <p>On-Site Assistance: A Remote Investigation will take place to determine if on-site assistance is required. Once it is determined that on-site assistance is required assistance will be scheduled and completed within 5 business days from the determination.</p> <p>Hardware Replacement: Hardware replacement times depends on the specific hardware of the participating entity. For enterprise deployments new hardware can take up to 4-8 weeks. For medium sized servers (workstations) hardware replacement time is 2 weeks. We strongly recommend any participating entities with up time requirements to purchase redundant hardware.</p> <p>Disaster Recovery and Cloud Infrastructure We prioritize business continuity through a comprehensive disaster recovery plan. Our cloud infrastructure is built on AWS, allowing us to deploy servers in any AWS region globally within a matter of hours. This capability ensures our clients can quickly recover operations in the event of unforeseen circumstances, minimizing disruption and downtime.</p> <p>In-House Team and Incentives Our support and customer service representatives are all in-house employees. Their commitment to providing exceptional service is reinforced by accountability and performance standards. Delivering quality support is a non-negotiable part of our culture and expectations.</p> <p>By combining a robust support system, a global and scalable infrastructure, and a client-focused approach, our customer service program is designed to meet and exceed client expectations.</p>

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Sourcewell participating agencies are the principal target verticals for MIDL, and our platform has been specifically designed to serve the unique needs of these markets. Our staff has over a decade of experience using cooperative purchasing, ensuring a seamless procurement process that aligns with Sourcewell's requirements and minimizes administrative burden for participating entities.</p> <p>If awarded a Sourcewell contract, we will prominently feature Sourcewell's name and prioritize its contract vehicle as the first option when engaging with the thousands of eligible entities we market and outreach to nationwide. Our dedicated procurement specialists will work directly with agencies to guide them through the contract-compliant purchasing process, ensuring efficient, streamlined transactions.</p> <p>To further enhance accessibility, we will incorporate the approved Sourcewell logo into all marketing materials and digital ordering platforms, making it easy for agencies to identify and purchase through the cooperative. Additionally, our scalable fulfillment and support infrastructure will ensure we can meet demand as participation grows, providing consistent, high-quality service across the U.S.</p> <p>By combining procurement expertise, scalable operations, and targeted outreach, MIDL is well-positioned to maximize the value of a Sourcewell contract and drive widespread adoption among participating agencies.</p>	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	NOT AT THIS TIME	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We have no geographic limits in the United States. We are not currently providing solutions in Canada.	*
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.	There are no participating entities that are excluded from the full access to our solutions in the United States.	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None.	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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38	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>MIDL will utilize the following go to market strategy to promote an approved contract through Sourcewell:</p> <p style="text-align: right;">1.</p> <p>Feature Sourcewell's Value Proposition</p> <ul style="list-style-type: none"> Contract Advantages: Highlight how Sourcewell's pre-negotiated contracts eliminate the need for customers to conduct lengthy RFP processes or sole source agreements. Market Access: Sourcewell offers access to thousands of registered agencies, including municipalities, school districts, and nonprofits. <p>2. Marketing Campaign – Sourcewell Member-centric</p> <ul style="list-style-type: none"> Benefits: MIDL marketing materials can identify Sourcewell as an efficient means to purchase. MIDL will emphasize how using Sourcewell simplifies procurement and reduces costs. Success Stories: Once an approved vendor, MIDL can showcase case studies of similar organizations successfully utilizing Sourcewell contracts. Digital Outreach: Leverage email campaigns, webinars, and Sourcewell's member directory for targeted outreach. <p>3. Leverage Sourcewell's Marketing Support</p> <ul style="list-style-type: none"> Listings and Co-Branding: Our marketing team will work with Sourcewell to ensure our products or services are prominently featured on Sourcewell's website and marketing materials. Event Participation: Engage in Sourcewell-hosted events and webinars to directly interact with prospective members. <p>4. Build Relationships with Sourcewell Members</p> <ul style="list-style-type: none"> Account-Based Selling: Identify high-value members from Sourcewell's database and tailor outreach to their needs. Local Presence: MIDL sales and marketing team will develop a plan to attend local government and education conferences to establish credibility and build relationships. <p>5. Train Sales Teams</p> <ul style="list-style-type: none"> Sourcewell Processes: Once accepted, MIDL will develop a training program for the salesforce on the mechanics of cooperative purchasing through Sourcewell. Tools: Provide sales enablement resources such as FAQs, brochures, and presentations specific to Sourcewell. <p>6. Create Value-Added Services</p> <ul style="list-style-type: none"> Member Incentives: MIDL will offer additional discounts to Sourcewell members. Support Services: Provide guidance to MIDL prospects and customers on how to utilize the Sourcewell contract for their specific needs. <p>7. Success Metrics</p> <ul style="list-style-type: none"> KPIs: Monitor metrics for lead generation, member engagement, and contract engagement. Feedback: Gather input from Sourcewell members to adjust approach to improving alignment with customer needs for continuous improvement. <p>Key Benefits:</p> <ul style="list-style-type: none"> Accelerates procurement cycles by leveraging an established contract vehicle. Reduces customer acquisition costs by tapping into an engaged and qualified member base. Build trust and credibility with government, education, and nonprofit entities. <p>Implementing this strategy will position MIDL as a trusted partner for Sourcewell members while streamlining the procurement process for both parties. See uploaded marketing sample (will add approved Sourcewell material – contract #, etc. upon successful RFP approval from Sourcewell.)</p>
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Digital Marketing Plan: Leveraging LinkedIn, Blog Posts, and Google Ads</p> <p>1. Objectives</p> <ul style="list-style-type: none"> Brand Awareness: Increase brand recognition within the target audience. Lead Generation: Generate quality leads to feed into the sales funnel. Engagement: Build trust and relationships through valuable content and interactions. Conversion: Drive traffic to the website to convert visitors into customers. <p>2. Strategy Overview</p> <p>Key Platforms:</p> <ul style="list-style-type: none"> LinkedIn: Focus on professional networking and B2B outreach. Blog Posts: Use SEO-driven, informative content to attract organic traffic. Google Ads: Execute targeted pay-per-click (PPC) campaigns to boost visibility and conversions. <p>3. Target Audience</p> <ul style="list-style-type: none"> Demographics: <ul style="list-style-type: none"> Higher Education, K12, Governmental Entities, Non-Profit and Commercial Security Management (Chiefs of Police/Security Departments, mid-level to senior decision-makers and C-suite). Behavioral Patterns: <ul style="list-style-type: none"> Active on LinkedIn. Research-driven, searching for solutions to criminal activities – requiring real time information/alerts and investigations.

		<p>4. Tactics</p> <p>LinkedIn</p> <ol style="list-style-type: none"> Content Strategy: <ul style="list-style-type: none"> Post 3–5 times a week with a mix of: <ul style="list-style-type: none"> Thought leadership articles. Case studies and testimonials. Engaging polls and questions. Event promotions (webinars, live Q&A and trade shows). Community Engagement: <ul style="list-style-type: none"> Join and actively participate in 5–10 relevant LinkedIn Groups. Engage with followers through comments, shares, and direct messages. LinkedIn Ads: <ul style="list-style-type: none"> Launch a Sponsored Content campaign targeting specific industries and job titles. Retarget website visitors with LinkedIn's Matched Audiences. Lead Generation: <ul style="list-style-type: none"> Use LinkedIn Lead Gen Forms to capture contact information seamlessly. <p>Blog Posts</p> <ol style="list-style-type: none"> SEO Optimization: <ul style="list-style-type: none"> Target long-tail keywords related to [industry] pain points and solutions. Focus on high-value content like: <ul style="list-style-type: none"> How-to guides. Industry trends. Success stories. Publishing Frequency: <ul style="list-style-type: none"> Publish 2–4 blogs per month. Internal Linking: <ul style="list-style-type: none"> Link blog posts to key landing pages and related blog articles to improve navigation and SEO. Call-to-Actions (CTAs): <ul style="list-style-type: none"> Include CTAs to encourage newsletter sign-ups, downloads of gated content, or demo requests. Repurposing Content: <ul style="list-style-type: none"> Break down blog posts into bite-sized LinkedIn updates or infographics. <p>Google Ads</p> <ol style="list-style-type: none"> Keyword Research: <ul style="list-style-type: none"> Identify high-intent keywords with tools like Google Keyword Planner. Ad Campaigns: <ul style="list-style-type: none"> Search Ads: Target specific queries (e.g., “best AI video surveillance”). Display Ads: Use banners to retarget website visitors and promote blogs or offers. YouTube Ads (optional): Run video campaigns highlighting customer success stories or product walkthroughs. Landing Pages: <ul style="list-style-type: none"> Ensure every ad directs users to optimized, fast-loading landing pages. Include clear CTAs like “Request a Quote” or “Download Free Guide.” Budget Management: <ul style="list-style-type: none"> Allocate 40% to Search Ads, 40% to Display Ads, and 20% to experiments. Adjust based on campaign performance. Tracking & Retargeting: <ul style="list-style-type: none"> Use Google Analytics and conversion tracking to measure performance. Retarget users who clicked ads but didn't convert. <p>5. Metrics & KPIs</p> <p>LinkedIn:</p> <ul style="list-style-type: none"> Profile Visits & Follower Growth. Post Engagement Rate (likes, comments, shares). Leads Captured through LinkedIn Lead Gen Forms. <p>Blog Posts:</p> <ul style="list-style-type: none"> Organic Traffic Growth. Average Time on Page. Bounce Rate. Conversions via blog CTAs. <p>Google Ads:</p> <ul style="list-style-type: none"> Click-Through Rate (CTR). Cost Per Lead (CPL). Conversion Rate. Return on Ad Spend (ROAS). 	
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?	As a sole provider of the real time investigations platform, we feel that Sourcewell can aid organizations with avoiding sole source agreements and costs of attempting competitive bid process. We would add notes or approved Sourcewell logo indicating that participating organizations can order through Sourcewell. These are also distributed at our presence at trade shows throughout the year.	

41	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No	*
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Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
42	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Our proposal includes a professional services line item that encompasses comprehensive training programs designed to support Sourcewell participating entities. This training is optional, allowing entities the flexibility to decide whether they require additional assistance based on their specific needs. It is not a mandatory purchase, ensuring accessibility and adaptability for a wide range of organizations.</p> <p>For entities that choose to engage with our training services, we provide expert-led sessions tailored to the system's capabilities and use cases. These training programs cover all aspects of the platform, including installation, configuration, and advanced feature utilization, such as real-time alerting and next-generation search functionalities. Our training ensures users are fully equipped to maximize the system's potential and align its functionalities with their operational goals. Training sessions can be customized to address the unique requirements of each organization.</p> <p>In addition to our training services, the system includes an integrated and comprehensive knowledge base. This resource is accessible to all users and provides step-by-step guidance on system setup and usage. Topics covered include adding servers and devices (such as cameras and access control systems), configuring alerts, conducting searches, integrating systems, and leveraging advanced features. The knowledge base is continuously updated to reflect system enhancements and ensure users have the most current information at their fingertips.</p> <p>Regarding costs, training through our professional services line item is priced separately and is determined based on the specific needs and scope of the requested training. Our knowledgeable team conducts all training, ensuring the highest level of expertise and support for participating entities. This flexible approach ensures that Sourcewell members can access the resources they need to succeed while maintaining control over their budgets.</p>	*

43	Describe any technological advances that your proposed solutions offer.	<p>The proposed solution introduces transformative technological advancements in video surveillance and AI-powered monitoring, significantly improving upon traditional security systems that rely on manual navigation, basic motion detection, and disjointed interfaces. By integrating AI-driven analytics, interactive controls, and intelligent automation, our solution enhances speed, accuracy, and operational efficiency for security teams.</p> <p>AI-Powered Camera Upgrades: Traditionally, security cameras have been passive recording tools, requiring manual review to detect threats. Basic motion detection often leads to frequent false alarms and missed security events. Our software transforms standard cameras into intelligent detection systems capable of identifying people, vehicles, license plates, weapons, faces, and more in real time. Instead of relying solely on human operators, AI continuously analyzes footage and provides instant alerts when security risks arise. This automation eliminates inefficiencies, enhances situational awareness, and allows security teams to focus on responding to actual threats rather than sifting through hours of footage.</p> <p>Next-Gen Search Capabilities: Searching through recorded video has traditionally been a time-consuming process, often requiring security personnel to manually review footage or rely on limited metadata filters, such as clothing color or vehicle type. Our AI-powered contextual search enables operators to search all cameras at once using natural language queries like, "Find someone wearing a Yankees hat, with a Nike backpack, and Yeezy shoes." Instead of spending hours reviewing footage, users receive instant search results across all recorded and live feeds, making investigations faster and more precise than ever before.</p> <p>Interactive Maps for Real-Time Campus Control: Security teams have historically managed their operations through multiple independent dashboards, requiring them to switch between systems to track security events. Our interactive mapping interface consolidates all surveillance and security devices into a single visual dashboard, allowing users to view, control, and interact with cameras, access points, and alarms directly from the map. When combined with Next-Gen Search, this enables security teams to track the movement of individuals or objects across a facility, solving incidents faster and improving situational awareness. Instead of relying on scattered video feeds, teams can see and respond to security events in real time from one intuitive interface.</p> <p>Advanced Multi-Layer Alerts: Traditional security alerts are often triggered by simple motion detection, leading to frequent false alarms and inefficient responses. Our solution introduces multi-layered, intelligent alerts, allowing security teams to define complex conditions before an alert is triggered. For example, an alert can be configured to detect loitering near a restricted area for more than two minutes, followed by suspicious behavior such as scanning doors or covering one's face, and only then trigger an access restriction, security notification, or automatic door lock. Additionally, multi-stage alerts enable different levels of escalation, ensuring that responses are measured, appropriate, and do not overwhelm operators with unnecessary notifications.</p> <p>Unified Security Interface: Security teams often juggle multiple systems for video surveillance, access control, alarms, and analytics, leading to fragmented workflows and slower response times. Our platform centralizes all security devices into one unified interface, allowing operators to manage cameras, alarms, AI analytics, and access control from a single dashboard. By integrating data from multiple sources, security teams can automate workflows (e.g., automatically locking doors when an unauthorized individual is detected) and eliminate delays caused by switching between different systems. This seamless integration is especially critical in emergencies, where every second counts and operators must act without wasting time navigating multiple platforms.</p>
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44	Demonstrate your solution's capabilities in data privacy, integrity, storage and protection standards, and the adherence of your products and services to applicable cybersecurity and industry standards, such as but not limited to the requirements of the Criminal Justice Information Services (CJIS), the Health Insurance Portability and Accountability Act (HIPAA), etc.	<p>Our solutions include robust safeguards to ensure the protection of participating entities' sensitive information. Key measures are as follows:</p> <p>Role-Based Access Control (RBAC): Each user's access is uniquely defined based on their role, limiting access to only the resources and information necessary for their specific responsibilities. This significantly reduces the risk of unauthorized access.</p> <p>Secure Video Sharing: Our product incorporates secure video sharing capabilities, protecting sensitive video data from unauthorized access or intrusion.</p> <p>Data Processing Agreement (DPA): We provide a comprehensive Data Processing Agreement that clearly outlines the measures we take to protect sensitive data. This agreement aligns with applicable data privacy regulations, ensuring that data processing is handled securely and responsibly.</p> <p>Vulnerability Monitoring: We conduct regular vulnerability checks to identify and address potential security weaknesses in our systems. Established procedures ensure that any vulnerabilities discovered are promptly remediated to maintain the integrity of sensitive information.</p> <p>Industry-Recognized Compliance Standards: Our SOC 2 Type 2 compliance reflects the rigorous auditing of our infrastructure, policies, and controls to meet stringent security standards. Additionally, we are HIPAA compliant, demonstrating our ability to securely handle protected health information (PHI) and comply with privacy and security regulations.</p> <p>These safeguards collectively create a secure framework for handling participating entities' sensitive information while ensuring compliance with industry and regulatory standards.</p>	*
45	Describe your data backup and recovery solutions.	<p>MIDL employs a robust data backup and recovery framework to ensure the security, integrity, and availability of critical security data. The system performs automated scheduled backups using a combination of full and incremental backups, optimizing storage efficiency while maintaining comprehensive data protection. Backups can be stored either in the cloud or on-premises and are geo-redundant, ensuring data is protected across multiple locations to mitigate risks associated with localized failures. To ensure reliability, MIDL includes automated alerts for backup failures, allowing IT and security teams to take immediate action if an issue arises. For disaster recovery, MIDL supports real-time failover capabilities, ensuring minimal disruption in the event of hardware or network failures, with rapid recovery protocols that allow system rollback and restoration with minimal downtime. Security is a top priority, with end-to-end encryption applied to all backed-up data, strict access controls, and detailed audit logs to monitor backup and recovery operations. Organizations can configure custom data retention policies to ensure compliance with internal policies and industry regulations while securely managing data over time. These measures ensure that security teams have continuous access to critical information while safeguarding against data loss and cyber threats.</p>	

46	Demonstrate your connectivity, interoperability and integration capabilities between your offered solution(s) and other software systems.	<p>MIDL offers extensive integration capabilities, ensuring a seamless and centralized approach to campus security by connecting with a wide range of technologies. For Video Management Systems (VMS), MIDL can pull in streams from third-party VMS platforms, allowing security personnel to access and manage video feeds within the system. Additionally, MIDL integrates with any type of camera, including those with built-in analytics, ensuring compatibility with a variety of surveillance technologies.</p> <p>For access control, MIDL supports two levels of integration. At the basic level, it pulls in access control data, providing visual context by linking door triggers with corresponding video footage. At the advanced level, it offers full control over access points, allowing users to configure credentials, remotely unlock or lock doors, and initiate a full-building or area lockdown with a single click.</p> <p>Sensor integrations include water leak sensors, glass break detectors, audio-based detection systems like ShotSpotter, and firearm sensors in police vehicles that trigger alerts when a rifle or shotgun is removed.</p> <p>Emergency response and communication tools are also deeply integrated. MIDL connects with blue light emergency phones and panic buttons, automatically redirecting nearby PTZ cameras to the location of an activated button. Once activated, security personnel can not only see the scene but also communicate directly with the individual through the blue light station using the built-in VOIP system. Mass notification systems, such as Rave and 911 Cellular, allow for real-time alerts across multiple channels. For example, if a weapon is detected through an integrated camera's analytics, MIDL can automatically trigger a lockdown and send mass notifications via text, email, and public address systems to alert the community.</p> <p>For advanced situational awareness, MIDL integrates with PTZ camera controls, drones, radar systems, and weather monitoring tools, enabling proactive responses to environmental threats and security incidents. Fleet and transportation tracking is also supported, allowing real-time visibility of security vehicles, shuttle buses, and other mobile assets across the desired area.</p> <p>Operational and administrative integrations extend to ticketing and permitting solutions, scheduling systems, and automated case management. These integrations empower MIDL to serve as a unified security platform, enabling real-time incident management with comprehensive situational awareness and rapid response capabilities.</p>
47	Describe any "green" initiatives that relate to your company or to your solutions, and include a list of the certifying agency for each.	None
48	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None

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49	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>MIDL revolutionizes real-time investigations for law enforcement and public safety teams, eliminating the delays traditionally associated with surveillance analysis.</p> <p>TOO MANY CAMERAS TO WATCH THEM ALL Unlike conventional systems that require time-consuming manual searches, MIDL's AI-POWERED INVESTIGATION PLATFORM continuously monitors live and recorded video feeds, instantly detecting critical activities—such as protests, persons of interest, or weapons—and alerting relevant personnel in real time.</p> <p>SPEED What sets MIDL apart is its advanced natural language search capability, allowing users to instantly retrieve footage simply by typing or speaking commands like, “Show me a person wearing a LeBron James jersey.” Unlike most systems that rely on rigid search parameters or costly AI-enabled cameras with limited object recognition, MIDL delivers intelligent, intuitive searches that dramatically accelerate investigations and decision-making.</p> <p>THE “AI GLUE” IN THE MIDDLE OF YOUR SECURITY PLATFORMS Beyond video surveillance, MIDL offers unmatched interoperability, seamlessly integrating with access control systems, emergency phones, panic buttons, public transit feeds, computer-aided dispatch (CAD), mass notification systems and more—creating a holistic, real-time investigative ecosystem. MIDL enhances existing infrastructure while also functioning as a standalone VMS if needed. Users receive real-time alerts from intrusion systems, access control, life safety systems, shooter detection, and other critical alarms, ensuring faster response times.</p> <p>A FORCE MULTIPLIER As a true force multiplier, the platform continuously monitors video feeds and alerts - MIDL reduces the need for additional personnel, allowing agencies to maintain a higher level of safety without increasing costs. By delivering immediate, actionable intelligence, MIDL empowers organizations to proactively protect their communities with greater speed, precision, and efficiency.</p>
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	MBE
51		Minority Business Enterprise (MBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes - NMSDC Certification - National Minority Supplier Diversity Council
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
56		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	We operate on net 30 payment terms. We accept wire, ACH, check, and credit card as acceptable payment methods.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	None at this time, however, MIDL may be adding this offering in the coming years.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	The transaction documents that we will use in connecting with an awarded agreement are: Order forms, MSA / client contracts, Data Processing Agreement that is an addendum to the MSA, and invoices that will be sent to participating entities for payment.	*
62	Explain your licensing process and the service agreements required of end users.	<p>MIDL operates under a Master Service Agreement (MSA) that establishes the terms of the relationship between MIDL and the participating entity. This agreement outlines key aspects such as service delivery, system access, security protocols, and compliance requirements. In addition to the MSA, each participating entity receives a Data Processing Agreement (DPA), which governs the collection, storage, and handling of data throughout the relationship. The DPA ensures compliance with data privacy regulations, defines roles and responsibilities regarding data security, and outlines protocols for data retention and deletion. These agreements collectively provide a clear framework for how MIDL is deployed, maintained, and used within an organization while safeguarding sensitive information.</p> <p>In regards to licensing MIDL offers flexible licensing options, including support licenses and per-device licenses to meet varying operational needs. For device-based licensing, we also provide "power-ups", such as expanded storage, which can replace the original device license to enhance functionality. This structure ensures scalability, allowing organizations to customize their security solutions as their needs evolve.</p>	*
63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	We accept P-card procurement and payment process. If a participating entity wants to use this process there will be an additional 3 percent processing fee.	*
64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	MIDL is providing a price list for participating entities. It includes Line-item discounts and SKU's for each item.	*
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.	4 Percent Discount from MSRP for all participating entities	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	We offer volume discounts based on the total value of your purchase to provide greater savings as you spend more. For orders between \$80,000 and \$150,000, customers receive a 5% discount off the MSRP. For purchases between \$151,000 and \$750,000, a 7% discount is applied. For orders exceeding \$750,000, we offer a 12% discount.	*
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.	For all non-contract sourced products and services, MIDL will supply these items with a quotation for these requests - typically at cost plus 10%.	*

68	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All installation, configuration and support is included in the MIDL price list. Additional professional services (i.e. additional device integration) may require additional onsite or remote engineering labor hours. These services and costs will be identified on all quotations.	*
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.	Our OEM's ship our servers directly to our clients. We do not incorporate a flat fee, instead we get relevant quotes in the moment and pass that directly to the participating entities. We do not upsell the shipping or add any margin to it. The participating entity will pay exactly what the price of shipping is from the OEM.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Costs from shippers will be passed through to participating Sourcewell entities in the event of greater costs for AK, HI.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Industry Standard. Customers will deal with MIDL direct - no distribution or Integration partners at this time.	*
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.	<p>We will conduct bi-weekly internal compliance review meetings to verify that all pricing aligns with Sourcewell's approved structure and that every participating entity is receiving the correct contract pricing. These meetings will also serve as a checkpoint to confirm that Sourcewell is receiving its designated percentage for every transaction processed under the awarded contract.</p> <p>To further enhance compliance oversight, we will designate a dedicated procurement specialist responsible for monitoring transactions, ensuring accurate reporting, and proactively addressing any discrepancies. This specialist will serve as a direct liaison between Sourcewell and our internal teams, staying on top of all pricing updates and contract requirements to guarantee smooth operations. Additionally, we will conduct quarterly compliance audits to perform a more in-depth evaluation of all Sourcewell-related transactions, validating that every participating entity is receiving proper pricing, ensuring accurate revenue sharing with Sourcewell, and identifying opportunities for process improvements.</p> <p>By combining frequent internal reviews, a dedicated compliance expert, and structured quarterly audits, we will maintain the highest level of accuracy and efficiency, ensuring that all Sourcewell participating entities receive exceptional service while upholding the integrity of the awarded contract.</p>	*
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.	<p>If we are awarded the agreement, we will track several key metrics to assess the success of our partnership with Sourcewell. Success will be measured by the efficiency and impact of the procurement process through Sourcewell, rather than just the number of new clients. Key metrics include:</p> <p>Procurement Speed: The time it takes from client initiation to procurement completion through Sourcewell, highlighting how well the program streamlines purchasing.</p> <p>Repeat Engagement: The frequency with which existing clients return to Sourcewell for additional procurements, indicating satisfaction and ongoing value from the agreement.</p> <p>Client Adoption and Satisfaction: Feedback from clients who procure through Sourcewell, assessing their satisfaction with the process and the ease of use.</p> <p>Overall Transaction Volume: The total value of procurements processed through Sourcewell, showcasing the broader impact on sales and the effectiveness of the partnership.</p> <p>Process Efficiency: Monitoring the reduction in procurement friction, such as reduced administrative overhead or faster processing times compared to traditional RFPs.</p> <p>These metrics will give a comprehensive view of how well the Sourcewell agreement is driving value, not just in terms of new client acquisition but also in efficiency, satisfaction, and long-term engagement.</p>	*

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.	Our proposed Administration Fee payable to Sourcewell is 6 percent on all completed transactions to participating entities utilizing this agreement. This is reflected on the pricing sheet submitted with this application.	*
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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 good or better.	*

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

Line Item	Question	Response *	
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>The AI Glue Platform</p> <p>Through our AI Glue Platform, MIDL empowers public safety teams with the ability to act with unmatched speed. Our software helps end users to more efficiently operate their suite of systems and find the information they need in real-time. When our software is layered on top of existing physical security systems, it is able to unify the systems and investigate all of the data being generated from the them. If our software picks up on activity that meets pre-configured criteria during this real-time investigation process, it will trigger real-time alerts and autonomous actions between systems such as dispatching drone or locking down doors. While this investigation is occurring, the software is gaining an awareness of everything that has occurred. This make information retrieval extremely quick for the end-user, enabling them to simple say something like "Show me the person in the LeBron James jersey".</p> <p>This AI Glue Platform is our core solution and can be crafted for many different use cases. A commonly used application of our platform is the improving a departments ability to leverage their existing cameras by enabling quick searching of camera footage and real-time alerts for activity of interest seen within the video. Further use cases include view access control logs alongside correlated video clips for that event, locking and opening doors from our interface, viewing vehicle fleets and guiding on-ground personnel to incidents, etc. Our integration capabilities do not stop at cameras and other physical security systems. We are able to pull in other forms of data into this system such as Computer-Aided Dispatch (CAD) systems, license plate databases, MDTs inside cruisers, ankle-monitor devices, GIS assets, drones, cameras from the local community, and more. These integration abilities empower organizations to manage their systems from a single interface, eliminating silos and enables incidents to be responded to with a new level of speed.</p> <p>Basic Support Add-on This software add-on gives the client the 24/7 access to submit tickets within the dashboard.</p> <p>Premium Support Add-on This software add-on gives the client the 24/7 access to submit tickets within the dashboard as well as email support. This option also includes support for Google SSO.</p> <p>Enterprise Support Add-on This software add-on gives the client the 24/7 access to submit tickets within the dashboard as well as email and phone support. This option also includes support for Google SSO, OIDC, and SAML. Through this option, MIDL's Rest API is also available to support an integration of MIDL's data into outside systems.</p> <p>Parking Agent Add-on This software add-on to the MIDL AI Glue platform enables end users to automatically issue parking citations via license recognition on cameras that are attached to vehicles or entry/exit points of parking lots. End users can integrate an existing parking management application with MIDL's Parking Agent to provide a two-way communication of which vehicles are authorized to be parking.</p> <p>Speed Enforcement Add-on</p>	*

		<p>This software add-on to the MIDL AI Glue platform gives users access to an interface that monitors and tracks vehicle speeds within the monitored area.</p> <p>Mapping Service Within our AI Glue platform, there is a built-in satellite map that serves as one of the interfaces to interact with all of the integrated systems. If an organization has available and up-to-date satellite and/or indoor floor maps, then we will simply upload these assets into our system. If an organization does not have available maps of their assets, we will come to the location of the client to plot all of the assets into our platform. The dashboard is then handed off to the client fully configured with all assets plotted and ready to be used.</p> <p>Integration Configuration MIDL's AI Glue platform is built to take in disparate forms of data from systems that the client has access to. This ability lies within the clients hands to carry out on their end. If a client would like to offload the configuration of integrations or is not able to successfully integrate a system on their own, we offer an integration configuration service to meet the needs of the client.</p> <p>FDE Site Survey Clients have the ability to request a MIDL FDE to come on-site to look at their existing infrastructure.</p> <p>On-site Support Clients are able to request on-site support for a range of reasons ranging from additional staff training to support due to issues that are covered in our general services agreement. Our team will come on site to assist the client with their needs.</p>
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Within this RFP category, our products and services align with the following subcategories:</p> <ol style="list-style-type: none"> 1. Public Safety Response Agency Situational Awareness <ul style="list-style-type: none"> o Incident command and management o Incident tracking, response, and reporting (including weather, traffic, and construction considerations) o Mapping (vertical location, indoor, and outdoor) of devices including cameras, emergency phones, panic alarms and emergency devices such as defibrillators and medical kits. o Asset tracking and location (i.e. personnel, vehicles, and equipment) o Community notifications (evacuations, minor crime reporting, shelter-in-place alerts) o One-to-one and one-to-many collaboration and coordination (SMS, push-to-talk, video, voice) o Public safety-focused data and analysis applications (video/image analysis, acoustic firearms discharge identification, investigative lead development, predictive analysis, and other data integrations) <p>Our comprehensive capabilities enable us to support all aspects of public safety response agency operations and situational awareness as outlined in the RFP. Our system provides a replacement for or an integration with existing systems (i.e. Video Management & IP Cameras, Access Control and devices, etc.). MIDL can integrate with Mass notification systems and receive and map notifications from a myriad of devices like shooter detection, panic devices, code blue phones, and other alarms.). The solution is the "AI glue" in the middle of Public Safety Infrastructure that ties disparate systems into a single dashboard, allowing faster response to incidents and faster implementation of policies.</p>

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
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78	Incident command and management	Incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Evidence Cases & Incident Categorization: The system can track individual incidents, creating evidence cases that categorize and store critical information both internally (within the system) and externally (from other sources like external databases, reports, or law enforcement). For example, an incident report might include a description, location, involved personnel, and action taken. These cases can be categorized by incident type, severity, or status, providing a clear overview of all active and resolved cases.</p> <p>Unit Assignments & Personnel: Incident management allows for the assignment of specific units or personnel based on the nature of the incident. For example, a medical emergency would trigger an assignment of emergency medical services (EMS), while a traffic-related incident might call for law enforcement or traffic control units. The system would maintain a roster of available resources, and automatic alerts can notify teams of new assignments.</p> <p>Weather Patterns & Geographical Data: By integrating weather patterns and geographical data (using GIS data or real-time weather services), the system can present critical situational awareness. For instance:</p> <p>--- Weather Patterns: The system could display real-time weather conditions (e.g., severe storms, temperature fluctuations) that might impact the response strategy, such as road closures or hazardous conditions.</p> <p>--- Geographical Data: Maps would visually represent the location of incidents, assigned units, or resources in real-time. Geospatial data such as road closures, traffic conditions, or nearby construction projects could be dynamically updated, offering responders an accurate picture of the area around the incident.</p>
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79	Mapping	Vertical location, indoor, outdoor	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>MIDL Site Manager SKU enables precise mapping of assets across indoor, outdoor, and vertical environments. It supports static and dynamic assets, allowing organizations to visualize personnel, vehicles, equipment, and infrastructure. Mapping capabilities include PDF-based floor plans, 3D satellite imagery, and LiDAR-enhanced models. Indoor and outdoor tracking ensures seamless transitions between environments, while altitude representation supports drone operations and multi-floor navigation with stairwell and elevator access.</p>	*
80	Asset tracking and location	Personnel, vehicles, controlled substances, equipment, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>MIDL provides real-time tracking and historical playback for personnel, fleet vehicles, controlled substances, and equipment. Integration with security devices, IoT sensors, and CAD systems ensures complete situational awareness. Advanced search functions allow filtering by asset type, status, and last known location. Geofencing and alert triggers enhance monitoring, while API-driven interoperability connects MIDL with third-party security and management platforms. This ensures assets are tracked accurately, improving security, efficiency, and operational response times.</p> <p>MIDL also leverages data analytics to support informed decision-making in staffing, deployment, station location, budgeting, and resource allocation. By analyzing historical trends and real-time asset movement, organizations can optimize workforce distribution, predict resource needs, and enhance operational planning for improved security and cost efficiency.</p>	*

81	Community notifications	Evacuations, minor crime reporting, shelter in place, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>For community notifications, we can deliver a system that delivers real-time alerts for evacuations, minor crime reporting, and shelter-in-place situations. These notifications can be automatically triggered by sensors or cameras, or manually issued by authorized personnel. The system would support multi-channel distribution (SMS, email, app notifications) and be geolocation-aware, ensuring that users receive relevant information based on their location. Additionally, it would provide real-time updates as situations evolve.</p>	*
82	One-to-one and one-to-many collaboration and coordination	SMS, push to talk, video, voice, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>For one-to-one and one-to-many collaboration and coordination, we can integrate communication tools like Slack, Whatasapp, SMS, push-to-talk, video, and voice into the system. This would allow users to seamlessly communicate with individuals or groups, whether it's for quick updates, emergency coordination, or live discussions. The system would support various media, ensuring flexibility for different scenarios, from text-based messaging to real-time voice and video interactions, all while maintaining ease of access and reliability.</p>	*

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	<div><div><input checked="" type="radio"/> Yes</div><div><input type="radio"/> No</div></div>	<div>For video, image, and pattern analysis, we can incorporate advanced algorithms to detect and analyze events such as firearms discharges using acoustic sensors, identifying suspicious patterns in video feeds, and automatically triggering alerts. The DEFCON feature would play a critical role in incident response, adjusting the system's threat level and communication protocols based on real-time analysis. This would ensure that higher threat levels prompt more urgent responses, including video surveillance intensification, voice communication, and automatic incident escalation. Investigative lead development would be enhanced through data correlation from video, sensor data, and other sources, while predictive analysis helps forecast potential threats. The DEFCON feature integrates with all these systems to dynamically adjust resources and responses based on the level of threat.</div> <div>*</div>
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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	<input type="radio"/> Yes <input type="radio"/> No		*
85		Operational management (scheduling, training, compliance, etc.)	<input type="radio"/> Yes <input type="radio"/> No		*
86		Data analytics to inform staffing, deployment, station location, budget, and other management decisions.	<input type="radio"/> Yes <input type="radio"/> No		*
87	Incident/post-incident software	CAD, RMS for law enforcement, fire, and EMS	<input type="radio"/> Yes <input type="radio"/> No		*
88		Electronic Patient Care Reporting (ePCR) and data transfer to hospitals	<input type="radio"/> Yes <input type="radio"/> No		*
89		Digital and physical evidence management	<input type="radio"/> Yes <input type="radio"/> No		*
90		E-citation systems	<input type="radio"/> Yes <input type="radio"/> No		*
91		Law enforcement case management	<input type="radio"/> Yes <input type="radio"/> No		*

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

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

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

Line Item	Category or Type	Subcategory	Offered *	Comments	
92	Category 1 - Public Safety Response Agency Situational Awareness		<input type="radio"/> Yes <input type="radio"/> No		*
93	Incident command and management	Incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.	<input type="radio"/> Yes <input type="radio"/> No		*
94	Mapping	Vertical location, indoor, outdoor	<input type="radio"/> Yes <input type="radio"/> No		*
95	Asset tracking and location	Personnel, vehicles, controlled substances, equipment, etc.	<input type="radio"/> Yes <input type="radio"/> No		*
96	Community notifications	Evacuations, minor crime reporting, shelter in place, etc.	<input type="radio"/> Yes <input type="radio"/> No		*
97	One-to-one and one-to-many collaboration and coordination	SMS, push to talk, video, voice, etc.	<input type="radio"/> Yes <input type="radio"/> No		*
98	Public safety focused data and analysis applications	Video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration	<input type="radio"/> Yes <input type="radio"/> No		*
99	Category 2 - Public Safety Response Agency Operations		<input type="radio"/> Yes <input type="radio"/> No		*
100	Pre-incident planning software	Fire prevention related inspections and enforcement	<input type="radio"/> Yes <input type="radio"/> No		*
101		Operational management (scheduling, training, compliance, etc.)	<input type="radio"/> Yes <input type="radio"/> No		*
102		Data analytics to inform staffing, deployment, station location, budget, and other management decisions.	<input type="radio"/> Yes <input type="radio"/> No		*
103	Incident/post-incident software	CAD, RMS for law enforcement, fire, and EMS	<input type="radio"/> Yes <input type="radio"/> No		*
104		Electronic Patient Care Reporting (ePCR) and data transfer to hospitals	<input type="radio"/> Yes <input type="radio"/> No		*
105		Digital and physical evidence management	<input type="radio"/> Yes <input type="radio"/> No		*
106		E-citation systems	<input type="radio"/> Yes <input type="radio"/> No		*
107		Law enforcement case management	<input type="radio"/> Yes <input type="radio"/> 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 *	
	<input type="radio"/> Yes <input checked="" type="radio"/> No	*

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - Sourcewell Pricing Sheet.xlsx - Tuesday March 04, 2025 16:20:15
 - [Financial Strength and Stability](#) - Investor Detailed Reference Letters (1).pdf - Tuesday March 04, 2025 14:36:03
 - [Marketing Plan/Samples](#) - MIDL-Overview.pdf - Tuesday March 04, 2025 15:22:00
 - [WMBE/MBE/SBE or Related Certificates](#) - MBE Certificate (1).pdf - Tuesday March 04, 2025 14:35:49
 - [Standard Transaction Document Samples](#) - Sourcewell Template Transaction Documents (1).pdf - Tuesday March 04, 2025 14:36:24
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Sourcewell Public Safety Customer Reference Letters.pdf - Tuesday March 04, 2025 15:28:57

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. - Owen Nashelsky, COO / Treasurer, MIDL Technology Inc.

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

☒ Yes ☐ No

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

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

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