



MASTER AGREEMENT #030425
CATEGORY: Public Safety Software
SUPPLIER: Mark43, 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 Mark43, Inc., 8 West 40th Street, 2nd Floor, New York, NY 10018 (Supplier).

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

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

Article 1:
General Terms

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

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

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

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

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

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

- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations.** Supplier will provide warranties as set forth in its Software License and Services Agreement, Section 8, Representations and Warranties, found at: mark43.com/SourcewellSLSA .
- i) **Reserved.**
- ii) **Reserved.**
- iii) **Reserved.**
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.

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

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

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of

the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds

that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

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

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

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

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

Article 2:

Sourcewell and Supplier Obligations

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

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;

- Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement pursuant to Section 25, Termination for Cause.
- 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 pursuant to Section 25, Termination for Cause, 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. Notwithstanding the foregoing, each party may assign or otherwise transfer this Agreement to any of its affiliates or to an entity with or into which it is merged or consolidated or to which it sells its stock or other equity interests or all or substantially all of its assets, without the consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties hereto and the assigning party's permitted successors and assigns. In such cases a notice of assignment will be sent to the non-assigning party reflecting any such assignment or transfer. 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 either party 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 its agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell. For any third-party claims or causes of action involving bodily injury, death, or damage to tangible property related to professional services provided on site, the indemnification standard for the actions of Supplier and its agents or employees, shall be negligence and willful misconduct. For all other third-party claims or causes of action, the indemnification standard for the actions of Supplier and its agents or employees, shall be gross negligence and willful misconduct. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Limitation of Liability.** SUPPLIER INDEMNITY OBLIGATIONS EXCLUDED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SUPPLIER OR ANY OF ITS SUPPLIERS' TOTAL AND AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT OF FEES RECEIVED BY SUPPLIER PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST DATE ON WHICH SUCH LIABILITY ARISES. THE FOREGOING LIMITATION IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT, AND THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THAT LIMIT. NEITHER SUPPLIER NOR ANY PROVIDER OF ANY SUPPLIER INTEGRATED APPLICATIONS, SUPPLIER INTEGRATED APPLICATION DATA, PARTICIPATING ENTITY INTEGRATED APPLICATIONS, OR PARTICIPATING ENTITY INTEGRATED APPLICATION DATA SHALL HAVE ANY LIABILITY TO PARTICIPATING ENTITY OR ANY OTHER PARTY UNDER THIS AGREEMENT ARISING OUT OF OR RELATING TO PARTICIPATING ENTITY'S USE OF SUCH INTEGRATED APPLICATIONS OR DATA, OR FOR ANY OTHER THIRD-PARTY DATA
- 19) **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.

20) 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.

21) 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.

22) 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.

23) **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, as provided under the ISO CGL form, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,000,000 each occurrence Bodily Injury and Property Damage
 - \$1,000,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- 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) and to the extent obtainable by Supplier prior to expiration, 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. If Supplier is unable to obtain renewal certificate prior to expiration, they must be provided within five (5) business days of its availability to Supplier. 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 and be subject to termination in accordance with Section 25, Termination for Cause.
- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to include 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.

- 24) **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. For the avoidance of doubt, in the event Sourcewell terminates this Agreement for convenience any agreements executed between Supplier and a Participating Entity shall remain in effect and continue through their natural expiration.
- 25) **Termination for Cause.** Either party may terminate this Agreement upon providing written notice of material breach. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the breaching party 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

Mark43, Inc.

Signed by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/7/2025 | 10:28 AM CDT

Signed by:

E667DEF747134C5...

By: _____
Christopher Merwin
Title: Chief Financial Officer (CFO)
Date: 10/7/2025 | 10:14 AM CDT

RFP 030425 - Public Safety Software

Vendor Details

Company Name: Mark43, Inc
Address: 250 Hudson Street
3rd FL
New York, NY 10013
Contact: Sookie Pyo
Email: rfp@mark43.com
Phone: 212-739-7803
Fax: 646-561-8604
HST#: 46-1256121

Submission Details

Created On: Tuesday January 28, 2025 16:25:25
Submitted On: Tuesday March 04, 2025 08:41:09
Submitted By: Sookie Pyo
Email: rfp@mark43.com
Transaction #: bfdd1071-c357-4366-a21a-5214901c8cb4
Submitter's IP Address: 147.243.54.207

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.	Mark43, 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).	Not applicable	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	6TJ25	*
5	Provide your NAICS code applicable to Solutions proposed.	Small Business (NAICS Code 541512)	
6	Proposer Physical Address:	8 West 40th Street, 2nd Floor, New York, NY 10018	*
7	Proposer website address (or addresses):	https://www.mark43.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):	Christopher Merwin, Chief Financial Officer (CFO) is the officer authorized to submit this proposal. A: 8 West 40th Street, 2nd Floor, New York, NY 10018 P: (212) 651-9154 E: chris.merwin@mark43.com rfp@mark43.com	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Holton Hawkings, Strategic Account Executive P: (212) 651-9154 E: chris.merwin@mark43.com rfp@mark43.com	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Proposals Group P: (212) 651-9154 E: chris.merwin@mark43.com rfp@mark43.com	*

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

Line Item	Question	Response *	
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Mark43, Inc. was incorporated on July 26, 2012 to develop and deliver modern cloud-native public safety technology to meet the needs of policing initiatives and the community today and in the future. We have been committed to developing, delivering, supporting, and innovating public safety software for Twelve (12) years.</p> <p>Our very first product developed and deployed was a law enforcement records management system to transform and improve manual processes and break down information silos. Today, over 297 agencies have selected Mark43 as their technology partner to bring their agency into the 21st century of public safety response and management.</p> <p>Mark43 only serves the public safety sector. The team is fully committed to our mission to public safety agencies nationwide. Since inception, Mark43 only serves public safety agencies. Our very first customer, the Metropolitan Police Department (MPD) in Washington D.C. is one of the largest law enforcement agencies in the country. The implementation of Mark43 RMS at MPD went live in October 2015 and supports over 14,000 (fourteen thousand) users across 51 (fifty-one) agencies. Through the years, our customer base has expanded from coast to coast including small, mid, and large sized departments. Mark43 deploys one version and codebase across our customer base.</p> <p>Our Mission Mark43's mission is to empower communities and their government with new technologies that improve the safety and quality of life for all. We are focused on developing lasting partnerships and always seeking ways to improve public safety processes with technology in effort to enhance the lives of everyone in each community we service.</p> <p>Experience As a technology company only focused on public safety agencies, Mark43 has entered and deployed public safety software solutions in California, New Jersey, New York, Oregon, Florida, Texas, Louisiana, Illinois, New Mexico, Tennessee, Washington, and several Federal Government Implementations such as: Secret Service, DIA, etc. with major projects currently in implementation for the DOI Police encompassing the whole country.</p> <p>Mark43 has implemented our technology solutions to more than 300 customers of varying sizes, scopes, and complexities, including major cities and jurisdictions, including the Washington D.C. Metropolitan PD, Boston PD, Seattle PD, San Antonio PD, California Highway Patrol, Denton County Sheriff's Office, and Albuquerque PD. We currently partner with over 50 agencies in California, including Alameda County and Fresno County. Mark43 uses industry-proven processes to take an implementation from contract signing to launch to sustained support following cutover.</p> <p>Recent deployments include:</p> <ul style="list-style-type: none"> - Port Authority of New York and New Jersey Police - Denton County Sheriff's Office and Consortium of Agencies - Camden County Department of Public Safety (DPS), Camden County, NJ - U.S. Department of the Interior
12	What are your company's expectations in the event of an award?	We would offer Sourcwell as a procurement option to agencies when we get to that point in the sales process.

13	<p>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.</p>	<p>Mark43 is the largest venture-backed software company exclusively dedicated to public safety, with over \$105 million in funding. The company has attracted major institutional investors, including, Spark Capital (investments include Twitter, Tumblr, and Oculus), General Catalyst Partners (one of the most prominent investment firms in Massachusetts with stakes in AirBnB, Stripe, and Warby Parker), and Goldman Sachs.</p> <p>Individual investors include David Petraeus (Retired General, Fmr. Director, CIA), George Tenet (Fmr. Director, CIA), Eric Schmidt (Executive Chairman, Google), Ashton Kutcher (Actor and Investor) and Jeff Bezos (CEO, Amazon).</p> <p>Today, over 130 agencies selected Mark43 as their technology vendor to bring their agency into the 21st century of public safety response and management. In the last year, Mark43 Analytics has been added to the solution suite and the company intends to expand its offering with ancillary RMS modules (Permitting, Booking, and more), CAD for EMS, and incorporate AI machine learning.</p> <p>Our team serves over 30,000 sworn officers at some of the largest law enforcement agencies in the country including:</p> <ul style="list-style-type: none"> • Boston Police Department (MA) • California Highway Patrol (CA) • Louisiana State Police (LA) • Tennessee Highway Patrol (TN) • Port Authority of New York and New Jersey (NY/NJ) • Department of Interior (Federal) • San Antonio Police Department (TX) • Seattle Police Department (WA) • Washington D.C. Metropolitan Police Department <p>Mark43 is an extremely well capitalized technology company that is growing at a rapid pace and is making the deliberate decision to invest heavily in R&D (Research and Development). Our growth of net new annual recurring revenue has been increasing at a great rate. Mark43's 2023 audited financial Statement is included as an attachment to this response.</p> <p>Note: Due to the confidential nature of financial information, Mark43 is marking this information as proprietary and highly confidential. This information should not be disclosed publicly and only distributed for the purposes of evaluating this proposal by Sourcewell's review committee. The financial information is confidential. Disclosure would cause substantial harm to the competitive position of Mark43. Moreover, such information would not be released in the ordinary course of Mark43's business operations.</p> <p>Please provide prompt written notice of any request for disclosure of Mark43's financial information to the following address:</p> <p>Mark43, Inc. ATTN: General Counsel 8 West 40th Street, 2nd Floor, New York, NY 10018 legal@mark43.com</p> <p>Mark43 reserves all rights to object to any proposal or request to disclose such information.</p>
14	<p>What is your US market share for the Solutions that you are proposing?</p>	<p>Mark43 services over 30,000 sworn officers in the United State on the Mark43 Platform including these prominent agencies:</p> <p>Albuquerque Police Department (NM) Boston Police Department (MA) California Highway Patrol (CA) Louisiana State Police (LA) New Mexico Department of Public Safety (NM) San Antonio Police Department (TX) Seattle Police Department (WA) Tennessee Department of Safety and Homeland Security (TN) United States Capitol Police Washington, D.C Metropolitan Police Department</p>
15	<p>What is your Canadian market share for the Solutions that you are proposing?</p>	<p>Not applicable</p>

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.	Not applicable	*
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?	Mark43 is direct developer, supporter, and service provided associated with delivering and supporting the products within our public safety platform. Mark43 is a privately held corporation with a Board of Directors, C-Suite, Executive Leadership, and twenty-two business units to support the company's strategy, operations, product development, design, security, infrastructure, and customer support.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Not applicable.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Not Applicable	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Mark43 is the proud recipient of these awards:</p> <p>The World's 50 Most Innovative Companies – Fast Company. Fast Company reviews thousands of companies and individually evaluates hundreds of organizations ranging from tech giants to emerging startups to recognize the select handful shaping and transforming the future. Mark43 was honored to receive this recognition multiple times in the Local, Big Data, and Data Science categories featured alongside some of the most influential companies today including, Apple, Google, Amazon, and Tesla.</p> <p>GovTech 100 – Government Technology - Won 10 years in a row GovTech partners with Crunchbase to compile a list of the top 100 companies out of the hundreds of organizations in the GovTech category on Crunchbase. This annual effort spotlights companies who are offering technology solutions focused on public service.</p> <p>Code for America - Best in Government Technology: One to Watch Award 2015 The Code for America Technology Awards recognize outstanding products and implementations of government technology. These are the most influential and effective products and services powering 21st century governments.</p> <p>2024 - Platinum ASTORS Award for Best Disaster Preparedness and Disaster Recovery Solution.</p> <p>2024 - AWS GovTech Champions Award for Digital Transformation in Public Safety</p>	*
21	What percentage of your sales are to the governmental sector in the past three years?	Federal = 20.31% State, Local, Government (SLG) = 78.39%	*
22	What percentage of your sales are to the education sector in the past three years?	1.29%	*

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?	GSA Multiple Award Schedule (formerly IT Schedule 70 via Visionary Integration Professionals), OMNIA Partners, ITS 75, Hawthorne, SLEPA, CA SLP, NaspoValuePoint, West Covina (CA). Over the past three (3) years the total sales volume via state, cooperative purchasing agreements is approximately 44.33 MUS\$	*
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?	GSA Multiple Award Schedule (formerly IT Schedule 70 via Visionary Integration Professionals), OMNIA Partners, ITS 75, Hawthorne, SLEPA, CA SLP, NaspoValuePoint, West Covina (CA). Over the past three (3) years the total sales volume via GSA / SOSA is approximately 14.98 MUS\$	*

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 *	
Louisiana State Police, LA	Allen Carpenter, Statewide Program Manager 2	(225) 925-3590	*
Boston Police Department, MA	Christopher Walsh, Deputy Superintendent	(617) 343-4440	*
Fresno County, CA	Teresa Burgamy	(559) 600-8103	*

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

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

Line Item	Question	Response *	
26	Sales force.	Mark43 has 267 employees as of 02/20/2025. Mark43's internal sales force is focused on the United States and United Kingdom market. The United State sales force is assigned by these regions: - Northeast - Mid-Atlantic - Mid-West - Southeast - South - Federal Market Mark43's sales force is currently a team of 17 people and growing	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Most of Mark43's sales are direct but it also has a channel / distributor / resellers network.	*
28	Service force.	About 79 employees of Mark43's workforce are dedicated to supporting and servicing its platform. Mark43 has a fully staffed internal service force known as the Global Services Team The Deployments team is made up of four (4) different teams who are all part of the delivery engagement: 1) Implementation 2) Customer Success 3) Support Operations 4) Program Development The service force is currently a team of 47 and growing.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	@LACY TO PROVIDE INFO HERE	*

30	Describe your product implementation strategy. If utilizing installation partners, describe and define their role in the strategy.	<p>Mark43 has implemented our technology solutions to more than 300 customers of varying sizes, scopes, and complexity, including major cities and jurisdictions. The Mark43 Professional Services project team follows the Project Management Institute's (PMI) global standards for project management to achieve professional excellence for all client projects. This multi-faceted approach incorporates policy, technical, testing, and training considerations. The Department and County's project managers and workflow decision makers work together with Mark43's project team to deliver the outcomes specified in the contract.</p> <p>Mark43's Implementation Methodology</p> <p>Mark43 has a proven track record of successful implementations across the United States. Our field-tested delivery methodology is rooted in best practices and close collaboration with our customers, allowing the Mark43 team to expedite implementation and launch applications quicker than our competitors.</p> <p>After selection, Mark43 begins with engaging all key stakeholders to refine business goals, product requirements, data migration strategies, and interface needs, ensuring alignment from the start. We will finalize the contract, secure necessary clearances, and prepare for execution. Following this, we will schedule a kickoff meeting and develop key deliverables, including customer journey mapping, to establish a clear roadmap for a successful implementation.</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>Mark43's Customer Help Desk (CHD) is staffed in-house and is available for product assistance and troubleshooting to all user types, 24/7/365. Our goal is to provide friendly, personal, expedient, and accurate support for all Mark43 products. The team continually evaluates processes, adjusts procedures, and evolves to maintain the most efficient team possible.</p> <p>As part of the Mark43 team, CHD personnel share the same company mission and values as all team members. The team embrace the tools, technology, and techniques that allow us to continue to provide excellent support, while striving to increase support quality at every opportunity.</p> <p>For the most up-to-date support, we encourage departments to contact Mark43 CHD directly, rather than handling Tier 1 support themselves. This ensures that users receive the most accurate answers, reduces the time to resolution, and provides a better experience for the user.</p> <p>Post implementation, customers can contact Mark43 support by phone or email 24/7/365. Mark43 offers all clients 24/7 live telephone support as part of our all-inclusive subscription package.</p> <p>Phone support is immediate and email support has an average first response time of 18:22 minutes and combined support has an average of 1.36 replies to resolution (1 reply is minimum).</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Most of Mark43's workforce is located in the United States along with the majority of our customer base. We plan to continue to service public safety agencies within the United States.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Not applicable	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Not Applicable. Mark43 will be able to service areas throughout the United States.	*
35	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Mark43 will be able to service any entity seeking the products and Mark43 offers through the proposed contract.	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
38	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Mark43 views Sourcewell as a procurement option that streamlines purchasing for agencies, rather than a direct demand driver. Given this, our marketing approach will focus on enabling our sales team to effectively communicate the benefits of Sourcewell when it aligns with an agency's needs.</p> <ul style="list-style-type: none"> · Sales Enablement: We will ensure our sales team is equipped with the necessary training and materials to introduce Sourcewell as a procurement pathway during customer conversations, particularly for agencies looking to simplify their purchasing process. · Targeted Awareness: While we do not anticipate broad-scale marketing of the contract itself, we will include Sourcewell in procurement discussions at relevant events and in targeted digital content for agencies evaluating purchasing options. · Supportive Resources: We will develop clear and accessible materials—such as FAQs, case studies, and one-pagers—that help agencies understand how Sourcewell can be used as a procurement mechanism. · Coordination with Sourcewell: Post-award, we will collaborate with Sourcewell's Supplier Development Administrator to align on best practices for making agencies aware of this procurement pathway. <p>Rather than driving demand directly, our focus will be on positioning Sourcewell as a flexible, efficient procurement option for agencies already considering Mark43.</p>
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Mark43 leverages a range of digital tools to support marketing and outreach efforts. Our approach includes:</p> <ul style="list-style-type: none"> · CRM & Marketing Automation: Using HubSpot and Salesforce to track engagement, manage outreach, and provide agencies with relevant information. · Targeted Digital Outreach: Running campaigns on platforms like Google Ads and LinkedIn to reach decision-makers in public safety. · Web & SEO Optimization: Keeping our website updated with procurement resources and optimizing content to ensure agencies can easily find relevant information. · Social Media & Thought Leadership: Sharing updates, case studies, and industry insights to educate agencies on procurement options like Sourcewell. <p>These efforts help us reach agencies efficiently and ensure they have the information they need when considering procurement options.</p>
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?	<p>Mark43 sees Sourcewell as a valuable procurement option for agencies and expects that Sourcewell will provide visibility for awarded contracts through its marketing and outreach efforts.</p> <p>To integrate Sourcewell into our sales process, we will:</p> <ul style="list-style-type: none"> · Train our sales team on how Sourcewell works and when it may be a good fit for agencies. · Include Sourcewell in relevant sales conversations to help agencies understand their procurement options. · Provide supporting materials to agencies that want more information on cooperative purchasing. · Work with Sourcewell's Supplier Development Administrator to ensure alignment on best practices for promoting the contract. <p>Our goal is to make Sourcewell an accessible procurement pathway for agencies where it makes sense.</p>
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.	<p>Yes, Mark43 solutions can be procured through an e-procurement process.</p> <ul style="list-style-type: none"> · Sourcewell Agreement: Agencies will be able to use Sourcewell for streamlined procurement. · Government Purchasing Compatibility: Our solutions align with common procurement workflows used by government agencies. · Support & Guidance: We will provide agencies with the necessary information to navigate the procurement process through Sourcewell. <p>Our team will work with agencies to ensure they understand how to use Sourcewell as a procurement option if it fits their needs.</p>

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

Line Item	Question	Response *
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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>Mark43 products typically all include a training curriculum as part of the implementation package. Mark43 conducts training during Phase 3 of our four-phased Implementation Plan. Phase 3 includes Mark43 delivery of training documentation/material, and assistance coordinating training logistics. If selected as part of the training package, this phase also includes Mark43 train-the-trainer courses as outlined. The subscriber is responsible for incorporating feedback from workflow configuration and UAT sessions into training documents.</p> <p>Training Activities:</p> <p>Foundation Training Documentation</p> <ul style="list-style-type: none"> • Mark43 will provide standardized workflow guides for the agency • Mark43 will provide access to our knowledge portal via Mark43 Help Center <p>Training Logistics</p> <ul style="list-style-type: none"> • Where applicable, Mark43 will assist and offer previous best practices on coordination of training logistics <p>Train-the-Trainer</p> <ul style="list-style-type: none"> • Mark43 will provide the number of train-the-trainer sessions identified in the SOW. <p>Additional Training</p> <ul style="list-style-type: none"> • For any additional training outside of what is defined within the SOW or the SLA, the subscriber should follow the Change Control Process outlined in the Change Control section to request additional training services
43	Describe any technological advances that your proposed solutions offer.	<p>Mark43 is the leader of modern software for public safety and has transformed the delivery and support model that has been accepted within the industry for multiple decades. With Mark43, public safety agencies no longer have to settle for solutions that are not continuously updated leaving them with only two options: (1) expensive capital outlay for an updated system or, (2) create workarounds to maintain an outdated system. Mark43 does not develop products to sunset them. Instead, Mark43 updates and upgrades the current products to consistently improve the platform for our entire customer base. We release minor updates and fixes bi-weekly and major updates quarterly.</p> <p>Benefits of a SaaS (Software-as-a-Service) Solution</p> <ul style="list-style-type: none"> • No server hardware required to host the system • Eliminate need to budget server hardware upgrades to host the solution • Redundancy is built into the Solution – additional hardware is not required • Ease of use – application can be accessed from any desktop, laptop, tablet or mobile device internet connection • No additional third-party software or plug-ins required • Zero planned downtime for updates or feature releases • Same interface used whether in-office or in-field • Quicker deployment times - no software installation required • Highly secure – government cloud environments undergo rigorous security procedures, extensive audits, and perform regular penetration tests to maintain the integrity of each agency's data. <p>SaaS Cost Benefits</p> <ul style="list-style-type: none"> • Predictable costs • 24/7/365 phone, email support included in a fixed annual subscription fee • Unlimited user accounts for non-sworn personnel • With Mark43, the agency can eliminate these significant costs associated with hosting a Public Safety • Reduced strain on agency personnel to support the public safety platform (back-ups, upgrades handled 100% by Mark43 team). • Zero cloud storage costs • Auto-scaling of server capacity included • Future-proof terminals through Mark43's device-agnostic platform

44	<p>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>	<p>Mark43 understands the sensitivity of its clients' data and has, therefore, implemented security control to protect the confidentiality of the data.</p> <p>Encryption</p> <p>All Mark43 data is encrypted in accordance with the stringent requirements of the CJIS Security Policy, utilizing the capabilities of AWS GovCloud. We use U.S. NIST FIPS 140-3 validated cryptographic modules wherever an appropriate certificate is available, and FIPS 140-2 in all other cases. Data encryption is enforced at the edge by AWS application load balancers, which establish encrypted HTTPS connections using TLSv1.2 or higher. Our application configuration mandates encrypted connections, implementing HTTP Strict Transport Security (HSTS) to ensure that all clients maintain secure connections to Mark43. Additionally, all AWS data services, including databases and backups, are encrypted at rest using industry-standard AES-256 encryption, fully meeting CJIS standards.</p> <p>Encryption Key Management</p> <p>To maintain the highest level of security and compliance with CJIS requirements, AWS personnel have no access to Mark43 data, including Criminal Justice Information (CJI). Mark43 utilizes AWS Key Management Service (KMS) for customer-controlled key generation and distribution, ensuring compliance with FIPS 140-2 or 140-3 validated encryption standards as required by the CJIS Security Policy. Additionally, the AWS Nitro System is employed, featuring a locked-down security model that prohibits all administrative access, including that of Amazon employees, thus eliminating the risk of human error and tampering. This comprehensive approach ensures that our encryption key management practices fully comply with CJIS standards, providing robust protection for sensitive data.</p> <p>Data Handling</p> <p>Mark43 is committed to following data handling best practices, ensuring compliance with the stringent requirements of the CJIS Security Policy. Our procedures are designed to protect our customers' data from unauthorized access, use, disclosure, alteration, or destruction. These comprehensive processes encompass all aspects of data lifecycle management, from data creation and collection to storage, processing, and disposal.</p> <p>Key Components of Our Data Handling Practices:</p> <ul style="list-style-type: none"> • Data Access Control: Implementing strict access controls to ensure only authorized personnel can access sensitive data. • Encryption at Rest and In Transit: Utilizing U.S. NIST FIPS 140-2 validated cryptographic modules for encrypting data both at rest and in transit, in full compliance with CJIS requirements. • Backup and Recovery: Ensuring regular backups and robust recovery processes to protect data integrity and availability. • Data Disposal: Following secure data disposal methods to ensure that data is completely and irretrievably destroyed when no longer needed. <p>By adhering to these data handling best practices, Mark43 effectively reduces the risk of data breaches and other security incidents. Our commitment to CJIS compliance ensures that our data handling procedures meet the highest standards, providing our customers with confidence in the security and integrity of their information.</p> <p>Mark43's Role-based Access Control</p> <ul style="list-style-type: none"> • Mark43 offers a robust role-based access control (RBAC). Users are assigned "roles" that are configured by Mark43 and the Department to align with best practices and typically the user's overall responsibilities within the organization. These roles ensure that users may access only the features/functions and records to which they have specific permissions without the burden of additional passwords or security features. Mark43's RBAC features include: <ul style="list-style-type: none"> o Role-based approach to user access and security o Control the ability to find, read, create, edit, and manage records o Control approval abilities o Change access to specific reports on the fly • Mark43's RBAC rules mean that in addition to provisioning roles and accounts for your own personnel, they can provision limited access accounts to partner entities within the Department so that they may act as partners to the Department in executing their overall responsibilities to the public without cumbersome manual export and data sharing processes.
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45	Describe your data backup and recovery solutions.	<p>Mark43 is able to provide a security-forward approach that is fault-tolerant and resilient, providing our customers with:</p> <ul style="list-style-type: none"> • Ransomware Resilience • Malware Protection • Highest level of encryption in-transit and at-rest • Backup of your data every five (5) minutes • Continuously monitoring for attacks • Penetration Testing • Intrusion detection, response, and resolution <p>At Mark43, we prioritize the protection of our customers' data and our own information assets through a comprehensive Information Security Program. Designed to meet the highest industry standards, our program includes robust policies, procedures, and controls to ensure security and compliance at every level. Here's an overview of our key security elements:</p> <ul style="list-style-type: none"> • Governance & Risk Management: Our Governance & Risk Management strategy is the cornerstone of Mark43's security framework. We have a defined process for identifying, assessing, and mitigating risks to our information assets, ensuring protection from unauthorized access, use, disclosure, alteration, or destruction. Our program maintains compliance with regulatory requirements and industry standards, keeping our customers' data safe. Part of our governance and risk management approach includes: <ul style="list-style-type: none"> o Multi-Factor Authentication (MFA): Adds a layer of security by requiring a second form of verification, thus enhancing the protection of systems and sensitive data. o Restricted Access: Access to resources is limited based on job function, ensuring employees only access necessary resources relevant to their roles. o Policies and Procedures: Mark43's security policies and procedures form the foundation of our Information Security Program. These guidelines provide our employees with a clear framework for protecting sensitive information, mitigating risks, and fostering a culture of security awareness. By adhering to these policies, we ensure consistent and effective security practices across the organization. Policies include but are not limited to: <ul style="list-style-type: none"> o Management Control Policies: Includes Security Planning, Risk Assessment, and Third Party Risk Management. o Operational Control Policies: Encompasses Awareness and Training, Incident Response, and Personnel Security. o Technical Control Policies: Covers Access Control, Configuration Management, System and Information Integrity, among others. o Security Awareness and Training: Security awareness and training are crucial to our security strategy. We continuously educate and test our employees on recognizing and handling suspicious activities, such as phishing emails and suspicious links. Our rigorous training program equips our team with the knowledge and skills needed to respond effectively to security incidents, ensuring they play an active role in safeguarding our information assets. • Monitoring and Auditing: Continuous monitoring and auditing are vital to maintaining the effectiveness of our security program. Our Governance, Risk, and Compliance Team regularly evaluates our controls, enhances our processes, and provides leadership with critical information to manage our risk profile. This ongoing vigilance promotes a culture of accountability and ensures the enforcement of our security policies and procedures. • Incident Response: Mark43's Incident Response Team operates with a well-defined and regularly tested process to address security incidents swiftly and effectively. This process enhances our infrastructure's security and improves coordination and communication with our customers, demonstrating our commitment to protecting their data and building trust. • Product Security: Securing our products is essential to our customers' operations. We have adopted a Secure Software Development Lifecycle (SSDLC) program, conduct thorough code reviews, run constant vulnerability scans, and engage third-party experts for annual penetration tests. These measures ensure our products remain secure and resilient against threats. • Business Continuity & Resiliency: Business continuity and resiliency are integral to our product suite. As a cloud-native SaaS provider, we leverage AWS GovCloud's multiple Availability Zones and Regions to achieve an uptime of over 99.95%. Continuous testing of our resiliency to threats ensures that critical operations remain uninterrupted, even during security incidents, minimizing disruptions and maintaining customer trust.
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46	Demonstrate your connectivity, interoperability and integration capabilities between your offered solution(s) and other software systems.	<p>Mark43 has engineered hundreds of interfaces across many aspects of CAD, RMS, and JMS business processes to support data- and information-sharing among relevant agencies and departments as well as in a regional capacity. We understand the criticality in supporting our customers' data-sharing and integration needs, and regularly work with them to innovate.</p> <ul style="list-style-type: none"> • Security and Compliance: Mark43 works closely with our customers to ensure that our interface work adheres to the highest security and compliance standards. • Data Security Measures: Implement comprehensive security protocols, including encryption and authentication measures, to safeguard data integrity and confidentiality across all interfaces. • Compliance Adherence: Ensure all interfaces comply with relevant security standards, such as FedRAMP and StateRAMP, maintaining rigorous data protection policies. <p>Security Strategy</p> <p>The Mark43 platform is a scalable and highly configurable cloud-native, multi-tenant Software-as-a-Service (SaaS) solution. Our platform securely facilitates data sharing and integrations with other systems and is hosted on AWS's GovCloud environment designed specifically for government use. All Mark43 data is encrypted in accordance with the stringent requirements of the CJIS Security Policy, utilizing the capabilities of AWS GovCloud. We use U.S. NIST FIPS 140-3 validated cryptographic modules wherever an appropriate certificate is available, and FIPS 140-2 in all other cases. Mark43's cloud-native environment allows a layered approach towards the protection of your critical systems. Not only do you still have your own agency security controls on your laptops and computers, but you also gain all the protections that Mark43 and our cloud providers offer.</p> <p>Mark43's cloud-native SaaS products are built with the following six (6) core pillars that provide the greatest advantages most important to our customers:</p> <ul style="list-style-type: none"> • Innovative – Evolves with changing demands and customer feedback; regular feature launches, fixing bugs on demand. • Secure - Strongest security posture possible, encryption in-transit & at-rest, evolves with compliance mandates. • Resilient - Only requires an internet connection, 99.95% uptime availability. • Accessible – Access mission critical, real-time information on any device, anytime, anywhere. • Interoperable – Open and secure API, seamless integration with mission-critical applications • Valuable – No fees for a tech refresh, no backups required, no add-on fees for enhancements & core feature updates. <p>By implementing the six core pillars above, Mark43 is able to provide a security-forward approach that is fault-tolerant and resilient, providing our customers with:</p> <ul style="list-style-type: none"> • Ransomware Resilience • Malware Protection • Highest level of encryption in-transit and at-rest • Backup of your data every five (5) minutes • Continuously monitoring for attacks • Penetration Testing • Intrusion detection, response, and resolution <p>At Mark43, we prioritize the protection of our customers' data and our own information assets through a comprehensive Information Security Program. Designed to meet the highest industry standards, our program includes robust policies, procedures, and controls to ensure security and compliance at every level.</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.	Not applicable.
48	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Not applicable.

49	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Mark43 Differentiators for Sourcewell Participating Agencies</p> <ol style="list-style-type: none"> 1. Evolving, open application developed with agile methodologies <ul style="list-style-type: none"> • Mark43 is committed to evolving our CAD and RMS application, eliminating the need for the Sourcewell agencies to budget for system end of life upgrades or outdated technology replacement. • Mark43 CAD and RMS is an application that can easily interact with other third-party applications through an Open API that is provided to the department as part of the solution. 2. Innovation <ul style="list-style-type: none"> • Mark43 is the partner of choice for agencies embracing innovation. • Our commitment to developing, supporting, and designing emerging technologies is demonstrated in the size of our product and engineering teams. • The entire team is solely focused on public safety software without the added burden larger organizations with multiple business units have. • At Mark43, project leaders do not need to compete with internal business units for the proper resources. We follow a one team mentality, devoted to the same mission to accomplish much on behalf of each agency we enter into an engagement with. 3. Intuitive interface <ul style="list-style-type: none"> • Understanding of CAD and RMS systems and other mission critical police service systems is fundamental to the success of user adoption and operational efficiencies. Well-designed user interfaces increase user adoption and increase speed. • Mark43 is fully committed to transforming software applications for public safety. With this in mind, the company was built adopting design best practices and has dedicated UI and UX teams that successfully built a purposefully designed easy to use interface. 4. Mobility <ul style="list-style-type: none"> • Mark43 is accessible from various devices including smartphones, in vehicle terminals, and tablets giving all first responders full situational awareness on demand. 5. High configurability <ul style="list-style-type: none"> • With a highly configurable system, system administrators can easily adjust workflows, data fields, shortcut keys, street location and aliases, screen display and dashboards, alerts and notifications, user roles, permissions, unit roles, and agency roles without requiring any vendor intervention. • Configurability control given to end users highly contrasts with the traditional on-premise enterprise software business model of customized single instances of an application. Selecting a SaaS system transitions the department towards setting up sustainable and affordable technology solutions. 6. Cloud Infrastructure <ul style="list-style-type: none"> • Mark43 CAD and RMS are cloud native solutions built using modern technologies. From inception, the Platform was developed to perform optimally in the cloud and meet the demands placed on the system without sacrificing performance. Conversely, as the acceptance of cloud solutions rises in government, many providers are simply transferring their on-prem solution into the cloud to meet market demand. 7. Transparent pricing <ul style="list-style-type: none"> • Mark43 can offer fixed pricing with all-inclusive services including system support and major system upgrades for the duration of the contract.
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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 re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
56		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*

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 *
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59	Describe your payment terms and accepted payment methods.	<p>Subscriber will pay the fees as stated in our SLSA Schedule C (the "Fees"), which is added to our response as an additional document. All Fees due will be due and payable by Subscriber within thirty (30) days of the invoice date. All payments of Fees are non-refundable. All amounts stated in this Agreement or on any invoice are in U.S. dollars, and all payments will be made in U.S. dollars. Mark43 may modify the Fees for each Renewal Term (as defined below) by providing at least forty-five (45) days' written notice thereof prior to the expiration of the Initial Term (as defined below) or the then-current Renewal Term.</p> <p>Overdue Payments. Any payment not received from Subscriber by the due date shall accrue late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by Applicable Law, whichever is lower, from the date such payment was due until the date paid.</p> <p>Taxes. Subscriber will pay all taxes, including sales, use, excise, and other governmental fees, duties, and charges (and any penalties, interest, and other additions thereto) that are imposed on Subscriber or Mark43 with respect to the transactions and payments under this Agreement (excluding taxes based on Mark43's income or employment) ("Indirect Taxes"). All Fees are exclusive of Indirect Taxes. If any such taxes are required to be withheld on any payment, Subscriber will pay such additional amounts as are necessary so that the net amount received by Mark43 is equal to the amount then due and payable under this Agreement.</p>	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	As a Software as a Service Platform, Mark43 offers its products on a subscription basis. Financing options are available on a case by case basis.	*
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 Standard Order form is included as Schedule C in our Software Licenses and Services Agreement (SLSA), included as an additional document in our response. To have an order, the customer signed the SLSA plus the order forms, issues a PO to Mark43, incorporates the signed SLSA into the contract and Mark43 provides the services accordingly. Mark43 will pay Sourcewell.	*
62	Explain your licensing process and the service agreements required of end users.	Mark43 is a SaaS solution which includes a SLSA (Software License and Service Level Agreement) which would be negotiated on a per customer basis upon award from Sourcewell.	*
63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card procurement is not currently accepted due to the large dollar value of the contracts. Mark43 does accept electronic transfer payments. Other payments processes can be mutually agreed on a case by case basis.	*

64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Mark43's software pricing model is a subscription-based Software-as-a-Service (SaaS) model. Mark43's typical pricing structure is on a per full-time sworn first responder basis. From this metric, we calculate the agency's annual subscription rate that includes the product subscription and all associated support, maintenance, upgrades, and professional services. Data migration and interface development which are commonly requested services when purchasing a Mark43 solution, are priced separately, as a one-time fee depending on the complexity and volume.</p> <p>Mark43 typically proposes a site wide subscription price for agencies. Mark43 offers site licenses for the core modules of Mark43 RMS based on a metric of sworn officers where unlimited licenses are granted to civilian personnel users.</p> <p>Mark43 RMS Core modules include:</p> <ul style="list-style-type: none"> • Report Writing • Search and Advanced Search • NIBRS Reporting • Case Management • Property & Evidence Management • Warrants Management • Mobile Field Reporting • First Responder MDT <p>The site license for Mark43 CAD is based on call-takers and dispatchers and sworn first responders. Mark43 BI Suite, and Data Exchange are not offered as a sitewide license since access to these modules are based on very specific functions within the agency.</p>	*
65	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	On average, and based on our pricing offer attached, Mark43 is offering Sourcewell contracts a 3% discount. However, some SKU's can benefit from up to 5% in some cases. Please refer to the pricing document provided as an attached document to this response.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	We can offer additional discounting based on volume and product bundling.	*
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.	Mark43 pricing structure is as a Software as a Service (SaaS platform), and in the majority of the cases does not provide hardware or third party products. However, Mark43 would facilitate sourced products or related services "at cost plus a percentage".	*
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 costs are identified in the pricing submitted with our response.	*
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.	Not applicable, as Mark43 sells its platform as a Software as a Service product, there is no "freight" attached to it per se.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Not applicable, as Mark43 sells its platform as a Software as a Service product, there is no "freight" attached to it per se.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not applicable, as Mark43 sells its platform as a Software as a Service product, there is no "freight" attached to it per se.	*
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.	Mark43 will engage with appropriate Sourcewell reps for the execution of any deal through a PO process. Coordination with appropriate Sourcewell representatives would include coordination on terms, scope, fees (to include reseller vs vendor costs) and contract documents.	*
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.	Mark43 will generate reports annually to evaluate usage of Sourcewell as a procurement path relative to other procurement paths Mark43 offers.	*

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.	1.5%	*
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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 indicated, our pricing via Sourcewell would be offered under the same conditions as existing cooperative contracts.	*

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

Line Item	Question	Response *	
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76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>The Mark43 Platform is maintained as a single platform instead of separate products that are joined together. The methodologies behind each product adhere to platform guidelines where all products are developed and maintained using REACT on the front-end and Java on the back-end.</p> <p>The Mark43 public safety software suite currently includes:</p> <p>Mark43 Analytics (BI Suite) The Mark43 Analytics (BI Suite) supports centralized data analysis through the ability to create, manage, analyze, and share CAD/RMS data reports in near real-time.</p> <p>Mark43 CAD Core incident and resource management system for multi-agency, multi-discipline dispatch, which enables comprehensive 911 call handling and incident/event management via point and click, as well as configurable command line.</p> <p>Mark43 CAD First Responder Core incident and resource management system built specifically for first responders to use on MTD/MDCs.</p> <p>Mark43 CAD Data Exchange CAD Data Exchange supports basic inquiries on persons, vehicles, boats, firearms, and property.</p> <p>Mark43 Data Lake The Mark43 Data Lake is a Microsoft SQL Server (MSSQL) Database that allows access to department data directly via SQL. This database is a near real-time replica of the live Mark43 database.</p> <p>Mark43 RMS Core The Mark43 Core RMS platform supports advanced functionality around law enforcement report writing; data sharing; locations, persons, and entity management; and field-based reporting. RMS Core includes Mark43 Records Compliance functionality, which enables records personnel to efficiently generate compliance-related information required by governing authorities. The Records Compliance module seamlessly generates NIBRS validations for officers, enabling workflows that ensure low error rates for submission, keep track of submissions, and generate the submission file from the data within the RMS.</p> <p>Training (on-site) Additional onsite training session beyond base training courses and resources included with CAD and RMS subscription.</p> <p>Training (Remote) Additional remote, web-based training session beyond base training courses and resources included with CAD and RMS subscription.</p> <p>Implementation Services</p> <ul style="list-style-type: none"> • Dedicated project team: Mark43 assigns a dedicated project team to work with the subscriber's team throughout the entire course of the project. • Project management: project plan, testing plan, change management, and risk mitigation • Training: Department-wide training, online training, training materials, and train-the-trainer courses. <p>Data Conversion Services</p> <ul style="list-style-type: none"> • Mark43's Technical Services team will perform data migration according to the agreed upon scope of work following discussions on available options detailing the advantages and disadvantages of each method. <p>Interface Development Mark43's technical services team can be contracted by customers to develop API endpoints. Additionally, as part of our offering, Mark43 will include its API toolkit for the state to utilize to develop endpoints between third-party systems and the Mark43 Platform for integrations.</p>
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77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Mark43 RMS Case Management The Mark43 Case Management module enables investigators to seamlessly use the RMS to manage cases.</p> <p>Mark43 RMS Property and Evidence The Mark43 Property and Evidence module and the accompanying mobile smartphone application that supports the intake, management, auditing, and dispositioning of in-custody property and evidence.</p> <p>Mark43 RMS Warrants The Mark43 Warrants module enables warrant administrators to actively log and track warrants within the RMS.</p> <p>Mark43 RMS Mobile Field Collection App The Mark43 Mobile Field Collection Application enables querying of RMS records and collection of data, media, and notes through a mobile smartphone device.</p> <p>Mark43 RMS Fillable PDFs The Mark43 Fillable PDF's feature enables an agency to create a custom fillable PDF template that populates information mapped from supported fields in a standard Mark43 RMS report type. Requires department license to Adobe Pro.</p>	*
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Table 7B: Category 1. Public Safety Response - Agency Situational Awareness. Proposers selecting Category 1 are ONLY able to provide one (1) or a combination of solutions below (Line 78 - 83). *See the Appendix in the RFP for further information.

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

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

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

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

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

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

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

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

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

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

Line Item	Category or Type	Subcategory	Offered *	Comments	
92	Category 1 - Public Safety Response Agency Situational Awareness		<input checked="" type="radio"/> Yes <input type="radio"/> No	This functionality is provide via Mark43's Computer Aided Dispatch (CAD) SaaS Platform	*
93	Incident command and management	Incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No	This functionality is provide via Mark43's Computer Aided Dispatch (CAD) SaaS Platform	*
94	Mapping	Vertical location, indoor, outdoor	<input checked="" type="radio"/> Yes <input type="radio"/> No	This functionality is provide via Mark43's Computer Aided Dispatch (CAD) and Automatic Vehicle Location (AVL) SaaS Platform	*
95	Asset tracking and location	Personnel, vehicles, controlled substances, equipment, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No	This functionality is provide via Mark43's Computer Aided Dispatch (CAD) SaaS Platform	*

96	Community notifications	Evacuations, minor crime reporting, shelter in place, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No	This functionality is provide via Mark43's Computer Aided Dispatch (CAD) SaaS Platform	*
97	One-to-one and one-to-many collaboration and coordination	SMS, push to talk, video, voice, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No	This functionality is provide via Mark43's Computer Aided Dispatch (CAD) SaaS Platform	*
98	Public safety focused data and analysis applications	Video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration	<input checked="" type="radio"/> Yes <input type="radio"/> No	This functionality is provide via Mark43's Computer Aided Dispatch (CAD) SaaS Platform	*
99	Category 2 - Public Safety Response Agency Operations		<input checked="" type="radio"/> Yes <input type="radio"/> No	This functionality is provide via Mark43's CAD and RMS SaaS Platform	*
100	Pre-incident planning software	Fire prevention related inspections and enforcement	<input checked="" type="radio"/> Yes <input type="radio"/> No	This functionality is provide via Mark43's Computer Aided Dispatch (CAD) SaaS Platform	*
101		Operational management (scheduling, training, compliance, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No	This functionality is provide via Mark43's Computer Aided Dispatch (CAD) SaaS Platform	*
102		Data analytics to inform staffing, deployment, station location, budget, and other management decisions.	<input checked="" type="radio"/> Yes <input type="radio"/> No	This functionality is provide via Mark43's Computer Aided Dispatch (CAD) SaaS Platform	*
103	Incident/post-incident software	CAD, RMS for law enforcement, fire, and EMS	<input checked="" type="radio"/> Yes <input type="radio"/> No	This functionality is provide via Mark43's CAD, MDS, and RMS SaaS Platform	*
104		Electronic Patient Care Reporting (ePCR) and data transfer to hospitals	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable	*
105		Digital and physical evidence management	<input checked="" type="radio"/> Yes <input type="radio"/> No	This functionality is provide via Mark43's RMS SaaS Platform	*
106		E-citation systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	This functionality is provide via Mark43's RMS SaaS Platform	*
107		Law enforcement case management	<input checked="" type="radio"/> Yes <input type="radio"/> No	This functionality is provide via Mark43's RMS SaaS Platform	*

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell 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](#) - Mark43 Sourcewell Price List.xlsx - Friday February 28, 2025 10:14:42
- [Financial Strength and Stability](#) - Mark43 Inc. 2023 Financial Statements - FOIA Exempt.pdf - Thursday February 20, 2025 17:47:28
- [Marketing Plan/Samples](#) - Marketing Plan.pdf - Tuesday March 04, 2025 08:34:59
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Sample order form from SLISA.pdf - Tuesday March 04, 2025 08:37:01
- [Requested Exceptions](#) - 2025.02.26 Sourcewell_Mark43 Legal Exceptions - Redlines.pdf - Friday February 28, 2025 10:39:31
- [Upload Additional Document](#) - 2025.01.27 Mark43 Standard SLISA Template with Watermark.pdf - Friday February 28, 2025 14:42:01

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. - Christopher Merwin, Chief Financial Officer (CFO), Mark43, 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