



MASTER AGREEMENT #030425
CATEGORY: Public Safety Software
SUPPLIER: Bryx, 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 Bryx, Inc., 59 Halstead St., Rochester, NY 14610 (Supplier).

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

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

Article 1:
General Terms

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

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

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

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

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

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

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

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded

from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

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

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

The Report must contain the following fields:

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

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

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

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

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

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

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

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

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

c) Use; Quality Control.

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

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

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

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

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

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

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

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve

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

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

Article 3: Supplier Obligations to Participating Entities

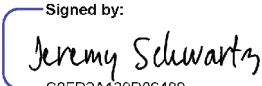
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

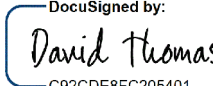
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within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

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

Sourcewell

Bryx, Inc.

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/29/2025 | 10:29 AM CDT

DocuSigned by:

C92CDE8FC205401...
By: _____
David Thomas
Title: CEO
Date: 7/29/2025 | 7:29 AM PDT

RFP 030425 - Public Safety Software

Vendor Details

Company Name: Bryx, Inc.
Does your company conduct business under any other name? If yes, please state: N/A
Address: 59 Halstead St.
Rochester, New York 14610
Contact: Brian Bush
Email: brian.bush@bryx.com
Phone: 216-374-4761
HST#: 46-2942848

Submission Details

Created On: Tuesday March 04, 2025 08:28:50
Submitted On: Tuesday March 04, 2025 15:56:24
Submitted By: Brian Bush
Email: brian.bush@bryx.com
Transaction #: 58e644e7-9239-4b18-bef2-e7abe86e5b96
Submitter's IP Address: 147.243.65.244

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.	Bryx, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes.	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Bryx, Inc. will be the only entity responsible for offering and performing delivery of the Solutions.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	SAM Unique Entity ID: SF4BJ5LT8F83	*
5	Provide your NAICS code applicable to Solutions proposed.	518210	
6	Proposer Physical Address:	Bryx, Inc. 59 Halstead St Rochester, NY 14610	*
7	Proposer website address (or addresses):	www.bryx.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):	David Thomas, CEO 408-406-2808 david@bryx.com, 59 Halstead St, Rochester, NY 14610	*
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Cory Morton, VP of Finance 585-309-9007 Cory.morton@bryx.com 59 Halstead St, Rochester, NY 14610	*
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Brian Bush, VP of Sales 216-374-4761 Brian.bush@bryx.com 59 Halstead St, Rochester, NY 14610	*

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

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

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Bryx, Inc. was incorporated in 2013 by David Earl Thomas, a former 20-year Vice President and Managing Director at Intel Capital, one of the largest venture programs in the world. After extensive market research, David assembled a group of engineers he discovered at the Rochester Institute of Technology and started developing products for the public safety market. The first product, Bryx Mobile, is a mobile alerting product for fire and EMS agencies. Bryx Mobile provides fast, reliable, real-time alerts with rich information (e.g. navigation, hydrant locations, pre-plans, etc.) to first responders. On average, the Bryx cloud platform processes 911 calls in 200 milliseconds or less. In 2014, Bryx implemented Bryx Mobile throughout the City of Detroit, one of the highest volume 911 call municipalities in the nation. In 2018, Detroit had more structure fires than any other city in the nation. As a follow-up to Bryx Mobile in Detroit, the company installed the first generation of Bryx Station, a full featured cloud-based station alerting system in 2015. Bryx is now offering the sixth generation Bryx Station product. Utilizing the Bryx platform, Detroit has experienced a more than 45 second average reduction in response times. Bryx Mobile is deployed in 48 states and numerous countries. Bryx Station is deployed throughout the nation from coast to coast. Bryx is an engineering company at its core with deep and varied technological expertise. The company has a rich product roadmap and anticipates offering numerous other innovative technology products to the public safety sector in the near future.</p> <p>Our Mission is to empower first responders with innovative technology they trust to improve emergency response.</p> <p>Our Core Values are Teamwork, Quality, and Results.</p>	*
12	What are your company's expectations in the event of an award?	Bryx actively seeks true partners to work with, in order to foster relationships that benefit both parties. We are excited about the opportunity to partner with Sourcewell, to promote the buying group as a way to streamline our customer's buying process and build a long term relationship with Sourcewell. Bryx has had significant growth in the recent years and we want Sourcewell to be part of our continued growth story.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>While we have no concerns regarding our financial stability, Bryx does not provide financial statements to during the RFP process. However, below are some metrics and information regarding our company history and performance:</p> <ul style="list-style-type: none"> - In business for over 11 years; 9 years of Fire Station Alerting experience - 2024 Revenue grew by more than 2.5x as compared to the prior year - Bryx has a strong and growing recurring revenue base, with no customer churn in Bryx Station - Products deployed and actively utilized in 48 states by more than 2,000 agencies; growing presence in Canada - Dedicated public safety company with a robust roadmap of new products - Fire Station Alerting and Bryx Station Board implementations in 20 states (this number is growing rapidly); including several US Military Base implementations (including Andrews Air Force Base, West Point Fire Department, and Little Rock Air Force Base) - Profitable with zero debt <p>In addition, Bryx does not have any plans to change the ownership and control of the company in the foreseeable future. We are a young and very passionate team building a lasting business.</p> <p>Please contact Cory Morton, VP of Finance, if you have questions or need any additional information regarding Bryx's financial position.</p>	*
14	What is your US market share for the Solutions that you are proposing?	We currently estimate that Bryx's US market share is approximately 2% - 3%. As a relatively new entrant into this industry, we are excited to partner with Sourcewell and grow our marketshare in this industry. In 2024, our revenue grew by more than 2.5x as compared to the prior year.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Currently, we do not have paying customers in Canada. However, we have Canadian fire agencies that use our Bryx Mobile product (which is of no charge to the customer) and we are currently under contract to deliver Bryx Station to Lethbridge, Canada - which we anticipate will be delivered in 2025.	*
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.	Bryx has no current and completed bankruptcy proceedings.	*

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?	Bryx is best described as a manufacturer or service provider. Both our Sales and Service (Customer Support) force are all Bryx employees. We value these functions being delivered by Bryx employees only, to provide the best level of customer service, support, and satisfaction.	*
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.	As part of the attachments included with our response, complete resumes for key individuals that lead our Bryx Station product are included. Please refer to these resumes for all relevant licenses and certifications held by our employees.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Bryx has no current and past debarments or suspensions.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Bryx has not recently received any industry awards or recognition. However, Bryx has a robust network of customer referrals. Please consider contacting the referrals listed in Table 2B of our response or as included in the attached files of our RFP response.	*
21	What percentage of your sales are to the governmental sector in the past three years?	100% of our sales in the past 3 years are to the government sector. Bryx Station is actively marketed and sold directly to the government sector.	*
22	What percentage of your sales are to the education sector in the past three years?	We do not sell our solution to the Education sector and as such, 0% of our sales in the past three years are to the education sector.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Houston-Galveston Area Council (H-GAC), Awarded in late 2023 2023: \$0 2024: \$5,390 2025 (to date): \$2,464,780 SAVVIK Buying Group: 2022: \$0 2023: \$0 2024: \$21,500 2025 (to date): \$0	*
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?	Bryx has no actively GSA Contracts or Standing Offers and Supply Agreements.	*

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 *	
Boise Fire Department, ID	Chief Mark Niemeyer	208-570-6560	*
Lady's Islands Fire Department, SC	Chief Bruce Kline	843-525-7692	*
Arlington Fire Department, TX	Chief Kelcy Land	817-291-5160	*

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.	<p>Bryx has a dedicated team of sales professionals, based out of Rochester, NY. The Sales team is lead by our VP of Sales, who has one dedicated Sales Representative as a direct report. We are currently in the process of recruiting an additional Sales Representative. Our CEO, VP of Finance, and VP of Engineering - Fire Station Alerting are all actively involved in our business development process, to support our continued sales growth. Our Sales team travels to customers, for any required in person walkthroughs or meetings.</p> <p>This is a dedicated function, completely separate from our Support function.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	We currently only sell direct to customers, to ensure the highest quality of product, installation, and customer support.	*
28	Service force.	Bryx has a dedicated Customer Support team that is based in Rochester, NY. This team includes three full time employees, and is supported by our Engineering leadership team for any necessary customer requests/issues that must be escalated. This is a dedicated function, completely separate from our Sales function.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Orders are submitted by customers in the form of fully executed contractual agreements (typically required for Fire Station Alerting projects, given the project complexity and multi-year service agreement), or in the form of a Purchase Order (or other similar document). Upon receipt of an order, Bryx will coordinate the scheduling of our onsite installation, working with the customer to ensure alignment on the project timing.</p> <p>Orders are not handled by distributors, dealers or other parties.</p>	*
30	Describe your product implementation strategy. If utilizing installation partners, describe and define their role in the strategy.	<p>Following scheduling, Bryx will deliver the required materials to the customer, which have been prepared for our onsite Installation. Our team of Bryx Installers will work onsite to complete the required materials installation, go-live of the Bryx Station system, and all testing and training. The Installation team is overseen by Project Management resources, to ensure accuracy of the product deliverables and customer satisfaction.</p> <p>If additional Installation resources are required, Bryx has a network of sub-contractors that will be engaged and managed directly by Bryx to complete the installation. No other installation partners are used in our product implementation.</p> <p>Following installation, our Customer Support team will address and troubleshoot any customer questions or concerns.</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>As part of the service and maintenance agreement, Bryx provides the following services for customer support for the duration of the agreement:</p> <ul style="list-style-type: none"> - 24/7/365 email and telephone support for any critical failures resulting in the inability of one or multiple Station Control Units, including radio interfaces, to receive and disseminate alerts via all available CAD interfaces and backup alerting pathways. - Email and telephone support Monday through Friday during normal business hours. Bryx's normal business hours are 8:30 am to 5:30 pm Eastern. - Replacement of defective hardware (which is under warranty) via the fastest commercial shipping method (i.e., overnight) and/or backfill of on-hand backup hardware upon use. Bryx will provide return shipping for defective hardware. - If a critical failure (defined as the inability of all alerting methods in one or more stations, including radio interfaces, to receive and disseminate alerts) occurs outside of normal business hours, customers will have the ability to "raise an alarm" with on-call Engineering staff at all hours for immediate response. - A significant majority of Customer Support inquiries are resolved remotely. If needed, Bryx will send an onsite Field Engineer to address a customer concern. <p>Our response time capabilities and commitments are as follows:</p> <ul style="list-style-type: none"> - Critical: Overall system is not functional - Response time within 4 hours (typically 1 hour or less), issue resolved in 8 hours - Major: System is modernly impacted - Response time within 12 business hours, issue resolved in 1 business day - Minor: System is operational, work around is in place - Response time within 1 business day, issue resolved in 1 week - Low: General question or error - Response time within 3 business days, issue resolved in 2 weeks 	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Bryx has Bryx Station customers in 23 states, and we are willing and able to provide our product in all 50 states. In addition to Bryx Station, Bryx Mobile (our free mobile alerting product) is currently used by more than 2,000 agencies in 45 states.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Bryx is currently under contract to deliver our Bryx Station solution to Lethbridge, Canada, and we actively pursue opportunities in Canada. Bryx will willing to pursue opportunities in Canada to expand the reach of our Bryx Station product.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Bryx will actively pursue all opportunities in the US. Bryx will also pursue all opportunities in Canada, to the extent possible, given any international regulatory restrictions. At this time, we understand that certain Canadian government entities are unable to execute agreements with US based companies.	*
35	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	There are no account types that will not have access to our Solution.	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no requirements or restrictions.	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, we will extent terms of any awarded master agreement to non-profit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
38	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our primary market strategies are: - Actively monitoring and responding to customer Requests for Proposals. Bryx continuously seeks our RFPs and submits quality responses to advertise our solution. - Attending and presenting at Tradeshows. Bryx has previously attended trade shows and conferences including FDIC International, Idaho & Western Fire Chief's Association, and various Fire Chief conferences. - Customer referrals. Our customers satisfaction with our product has lead to a strong customer referral network, that has helped to expand our product and customer growth. For all of these customer acquisition strategies, we include reference to our Purchasing Cooperatives and Groups - which we would do with Sourcewell. Our Sales team builds long term relationships with our customers and key customer contacts, and we will actively promote our relationship with Sourcewell.	*
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our Bryx Station is marketed through our website (www.bryx.com), which was recently refreshed with a modern look and feel. In addition, Bryx has a social media presence with LinkedIn, Instagram, and Facebook. Provided Sourcewell's approval, we would be willing to promote our relationship with Sourcewell through our website and social media pages.	*
40	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	As part of our customer acquisition process, we look to identify the most efficient and seamless ordering/contracting process for customers. Bryx will actively promote Sourcewell and our agreement so that customers are confident they are receiving the most competitive pricing possible and a straight-forward procurement process. With our existing Purchasing Cooperatives, Bryx has actively promoted our relationship and been successful in being awarded customer agreements. We are confident we can do the same with Sourcewell.	*
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.	Our solution is not available through e-procurement ordering. The Bryx Station solution is a custom product, tailored to each customer's unique needs. Our dedicated Sales team works directly with our customers to understand their requirements and deliver the appropriate product. As such, we do not have an "off the shelf" or e-procurement ordering process.	*

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

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

42	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Bryx recommends a "train-the-trainer" approach to empower department users to learn the product and educate their peers. In-Person training will be provided prior to Go-Live day for whomever the Department wants to be trained.</p> <ul style="list-style-type: none"> - Operator training shall be provided to the dispatchers and their supervisors as needed. - The training schedule will be completed on-site as coordinated with the Customer - System maintenance, programming and troubleshooting training shall be provided for the Customer - Given the design of the Bryx platform and architecture, very little training is required. Most of the training will be focused on walking end users through our Bryx Management Site and Bryx Dispatch Site - Bryx will provide on-site and remote one-hour training classes, as needed, for staff and staff trainers at no additional cost - Bryx believes that providing training for basic troubleshooting of possible hardware issues, coupled with readily accessible telephone and email support, means that most issues can be diagnosed and resolved promptly without the need for an on-site technician - Even in the case of a hardware replacement, control units and their peripherals are "plug and play" - this means that training and documentation allow for the department to resolve issues with the direction of Bryx engineering staff <p>All training is included in the cost of the Bryx Station solution, there is no addition cost for training.</p>
43	Describe any technological advances that your proposed solutions offer.	<p>Highlights of the Bryx Station product are as follows:</p> <ul style="list-style-type: none"> - Our system is truly cloud-based and requires minimal proprietary hardware, Bryx is uniquely positioned to work with customers of all types, sizes, and complexities. - Our installation timing is best-in-market. The average installation time of Bryx Station is 1-2 days per station. - Bryx supports a variety of transport mechanisms and any arbitrary data format to provide as flexible of interoperability with any CAD system as possible - Bryx has the ability to offer an unlimited number of unique tones for specific call types. Bryx can also support the dispatching of an unlimited number of individuals or groups. - The Bryx platform can ingest both emergency and non-emergency alerts and messages from the CAD system and provide alerts to personnel in-station to the user's preference. These alerts/notifications are completely customizable by the end user on our web-based management portal. - We provide visual notifications of proper operation and failure conditions on the Bryx Dispatch web application for live system monitoring. -Bryx Station utilizes Neural Text-to-Speech (NTTS) technologies to automatically read job information aloud over the PA system, delivering lifelike speech quality
44	Demonstrate your solution's capabilities in data privacy, integrity, storage and protection standards, and the adherence of your products and services to applicable cybersecurity and industry standards, such as but not limited to the requirements of the Criminal Justice Information Services (CJIS), the Health Insurance Portability and Accountability Act (HIPAA), etc.	<p>Bryx employs industry standard strategies and technologies to ensure customer data remains secure and intact, including:</p> <ul style="list-style-type: none"> - Access controls and audit logging to ensure that only authorized personnel can access sensitive information - Encrypting sensitive information in storage and during transmission to prevent unauthorized access and disclosure - Regularly backing up data to ensure data integrity and availability in the event of data loss or corruption - Utilizing secure software development practices, including testing for security vulnerabilities, to prevent unauthorized access and exploitation - Training personnel on security best practices, including the safe handling and transmission of sensitive information - Conducting regular security audits and vulnerability assessments to identify and mitigate potential risks <p>Because it is a hosted (cloud) solution, Bryx does not frequently need to deal with physical storage media with sensitive customer data on it. However, Bryx utilizes the following techniques for physical transportation and destruction of data:</p> <ul style="list-style-type: none"> - Secure procedures for the transportation of hardware and removable electronic storage devices that contain confidential data, such as using secure transportation methods or ensuring that the data is accompanied by an authorized personnel at all times - Erasing or destroying all confidential data before disposing of any hardware or removable electronic storage devices that contain it - Educating employees on the importance of data security and the proper procedures for handling confidential data, including during the disposal or transportation of electronic devices <p>Bryx follows all five SOC2 principles: security, availability, processing integrity, confidentiality, and privacy and has implemented policies, procedures, and controls to meet the requirements of each principle. Although certification is not yet in place, Bryx is compliant with the SOC2 standards and committed to meeting the highest standards for data security and privacy.</p>

45	Describe your data backup and recovery solutions.	Bryx uses Anycast front end load balancers with 200 Points of Presence. Those requests are forwarded to the nearest data center, which are also highly redundant. Each data center runs at least 3 copies of the backend applications, and will auto scale depending on load. If one of the data centers is unreachable, the Anycast servers will automatically retry to another data center.	
46	Demonstrate your connectivity, interoperability and integration capabilities between your offered solution(s) and other software systems.	<p>Bryx's primary integration with other software systems is with each Customer's Computer Aided Dispatch ("CAD") system.</p> <p>Bryx supports a variety of transport mechanisms and any arbitrary data format to provide as flexible of interoperability with any CAD system as possible. Bryx supports the following standard transport protocols to accept call data:</p> <ul style="list-style-type: none"> - HTTPS (authenticated POST to API) - SMTP (e-mail) - SNPP (paging) - TCP sockets - SMB or local file share <p>Bryx does not impose a strict schema or structure requirement for incoming data from the CAD interface, and can work with the vendor's preferred format if they have one.</p> <p>Bryx supports additional fields/data elements, including but not limited to:</p> <ul style="list-style-type: none"> - Call location (address and geocoded coordinates, if available) - Nature of call (call category or type, including output from ProQA if used) - Incident number (identifier uniquely identifying this incident, used for duplicate checking) - Units assigned, including timestamp of dispatch - Dispatcher/call-taker narrative/comments - Unit status changes (dispatched, enroute, on scene, transporting, arrival/mileage, partially available, available, in quarters, cleared, etc.) - Cross streets - Secondary call number/identifier - Call priority code/number - Premise/location information (business name, commonplace name, etc.) - Premise warnings associated with the call location - Pre-plans associated with the call location, if included in CAD - Call location box book number/map quadrant/district name - Additional call times (time of call receipt, time of entry, time of dispatch, etc.) - Additional agencies/resources assigned <p>As a general rule, if it can be exported by CAD, Bryx will accept it.</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.	Bryx is not certified in any such initiatives, but we actively support and promote the most environmentally friendly methods for our product and within our organization.	
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.	Bryx uses commercially available components in all hardware. All of these components have been tested and found to comply with Part 15 of the FCC rules for Class "A" computing devices.	*
49	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	In addition to the attributes in question 43, Bryx Station is unique in the industry in that our solution is a full-featured, cloud based product - which does not require hardware in the PSAP/911 Center. Our competitors and industry incumbents do not offer a cloud based solution that can compete with the technology of Bryx Station.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable to Bryx, Inc.	*
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable to Bryx, Inc.	*
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable to Bryx, Inc.	*
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable to Bryx, Inc.	*
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable to Bryx, Inc.	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable to Bryx, Inc.	*
56		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable to Bryx, Inc.	*
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable to Bryx, Inc.	*
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable to Bryx, Inc.	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Our standard payment terms are Net30 from date of invoice. We accept payment by check, wire/ACH, and credit card. Additional payment methods can be used, as required by our customer.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	Our product is not sold by lease. As needed, we can provide financing options to meet our customer needs. As an experienced vendor in Government/Public safety, we understand our customer's unique budgeting and financing payment needs. In certain circumstances, we offer "SaaS" pricing, in which the price of our Station Alerting Control Unit is paid over a 5 year period, to enable customers to make the purchase of our solution through their Operating budget (vs Capital budget).	*
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.	Our agreements are outlined in a formal contract document, the template for which has been uploaded as part of our response.	*
62	Explain your licensing process and the service agreements required of end users.	Our solution includes customers to access to an unlimited number of users for our solution. Customer can determine their Account Managers, that provision access for their agency. Any service agreement from end users is included in our standard contract.	*

63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, P-Card procurement is accepted. There is no additional cost.	*
64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Pricing for the Bryx Fire Station Alerting System is based on the following:</p> <p>Bryx Station Control Unit & Station Alerting Equipment: Each Fire Station is equipped with a Bryx Station Control Unit. Given the unique alerting requirements of each station, a detailed scope of work is included within this section to outline the additional Bryx proprietary hardware and commercially available equipment to be installed at each station. This includes audio systems, lights and visual alerting, station board monitors, station automation features, and all other required hardware. The price of the Bryx Station Control Unit & Station Alerting Equipment is billed as part of the Year 1 purchase price.</p> <p>Installation: Pricing also includes the cost of installation of the Bryx Fire Station Alerting System, which is dependent on the scope of work. The price of Installation is billed as part of the Year 1 purchase price.</p> <p>Annual Service & Maintenance: This fee includes all of the Service & Maintenance provided by Bryx, outlined in the Customer Support section of this document. Pricing is based on the value of Station Alerting Hardware, which is covered for Support, Service, & Maintenance. This fee includes an unlimited number of users to access the Bryx Management Site, Bryx Dispatch Site, and Bryx Mobile Alerting Application. Annual Service & Maintenance is first billed following completion of installation of the Bryx Fire Station Alerting System, for the initial one year Service & Maintenance term (included in the Year 1 price). Subsequent annual terms are billed on that anniversary of the completion of installation date. In addition, pricing for subsequent annual terms is subject to increases based on the Consumer Price Index.</p> <p>Billing for the Year 1 price is generally broken down into multiple payment milestones, which typically include:</p> <ul style="list-style-type: none"> -A down payment at the time of contract execution -Payment milestones throughout the installation process, including at the delivery of materials and completion of installation -Payment for the first year of Service & Maintenance, at completion of installation of all stations <p>Bryx provides all equipment, materials, and supplies for a complete turnkey Fire Station Alerting System. We provide complete and transparent pricing, and there are no additional or hidden costs to install, activate, or operate the system.</p> <p>Our complete pricing is attached as part of our submission response.</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.	Our pricing proposal includes discounts of 5%-10%, which vary based on product. Our complete pricing is attached as part of our submission response.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	In order to offer as clear and transparent pricing as possible, we do not offer volume discounts or rebate programs. Our solution is priced to specific customer needs and requirements, so typically volume discounts do not apply.	*
67	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For "sourced" products that are not part of our product offering, we will supply a quote for each such request. As this requests are unique in nature, we evaluate and price each request as such. Ultimately, we do not seek a significant price mark up on these products.	*
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.	There are no cost elements not included in our pricing. Bryx provides all equipment, materials, and supplies for a complete turnkey Fire Station Alerting System. We provide complete and transparent pricing, and there are no additional or hidden costs to install, activate, or operate the system.	*

69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A - These costs are not an additional cost to the Sourcewell participant entity.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A - These costs are not an additional cost to the Sourcewell participant entity, including customers in these locations.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A - no such unique distribution or delivery methods.	*
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.	A formal process is conducted each month to review sales orders, contracts, and invoicing to ensure compliance with Sourcewell and any other purchasing group. The goal of this process is to identify all applicable agreements, to timely report and pay any related fees. This analysis is completed as part of the monthly financial statement close process and reviewed by the VP of Finance.	*
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.	Bryx will review the active sales pipeline, backlog of won agreements, and previously delivered contracts that were sourced through this agreement. Specific metrics tracked will be the Year 1 contract value, total contract value, and annual recurring revenue. Bryx will also monitor our compliance with our Customer Support SLAs, to ensure continued customer satisfaction with the product.	*
74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Our experience with Purchasing Groups/Cooperatives is that the market Administration Fee is between 1.0% - 2.0%. Bryx proposes an Administration Fee of 1.75%. However, we are flexible and open to negotiation of this rate to ensure this is an equitable and successful agreement for both parties.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Please refer to our complete line item pricing that was submitted in our response.	*

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

Line Item	Question	Response *	
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Bryx Station is a full featured cloud-based station alerting system. Bryx has the ability to offer an unlimited number of unique tones for specific call types and can support the dispatching of an unlimited number of individuals or groups. Bryx utilizes a high availability multi-path CAD interface to receive call data and disseminate to the station alert systems.</p> <p>The entire Bryx cloud platform is managed from the web-based Bryx Management and Bryx Dispatch applications. All updates and configuration changes are performed through these web-based cloud interfaces. All of the Bryx Station configurations reside in the cloud allowing for rapid and effective changes and updates.</p> <p>Bryx uses commercially available components in all hardware. All of these components have been tested and found to comply with Part 15 of the FCC rules for Class "A" computing devices. Bryx programs all proprietary hardware prior to delivery. Once installed, all updates and configuration changes occur remotely either by Bryx Support Engineers or by the customer through the Bryx Management and Bryx Dispatch web applications.</p> <p>Bryx Station is field proven and is deployed in numerous fire stations in the US. The Bryx platform is utilized by thousands of agencies. Bryx is used in such places as the City of Detroit, one of the highest 911 call volume municipalities in the country. In 2018, Detroit experienced more structure fires per capita than any other city in the nation. Bryx Station is deployed in 38 fire stations in Detroit. Bryx Station and Bryx 911 are used city-wide for all of the city's mobile and station alerting needs. Utilizing the Bryx platform, Detroit has experienced a more than 45 second average reduction in response times.</p> <p>Please refer to the "Platform Highlights", which is attached as part of our submission response for additional information.</p>	*
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Bryx Station is our only product category in our response, there are no subcategories.	*

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	Refer to the specific subcategories below. More information regarding these product categories can be found in the attachments included with our RFP response.	*

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	Bryx Station is a full-featured station alerting solution, which includes zoned audio and visual alerting, text-to-speech readouts, color changing lights, full station automation, heart-smart ramping tones, and many more features. The system provides incident management and response to fire fighters and other emergency personnel.	*
94	Mapping	Vertical location, indoor, outdoor	<input checked="" type="radio"/> Yes <input type="radio"/> No	Bryx Station provides call information, including call location. This information is available through the Bryx Mobile app, Bryx Station display monitors, and can be communicated through in station text-to-speech readouts.	*
95	Asset tracking and location	Personnel, vehicles, controlled substances, equipment, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Bryx Station supports the tracking of apparatus in real time and view locations on a map. Supported clients include Sierra Wireless, Cradlepoint, and more.	*
96	Community notifications	Evacuations, minor crime reporting, shelter in place, etc.	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable - Not a product offered with our solution.	*
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	The Bryx Mobile app includes real-time messaging and live responder location updates.	*
98	Public safety focused data and analysis applications	Video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable - Not a product offered with our solution.	*
99	Category 2 - Public Safety Response Agency Operations		<input checked="" type="radio"/> Yes <input type="radio"/> No	Refer to the specific subcategories below. More information regarding these product categories can be found in the attachments included with our RFP response.	*
100	Pre-incident planning software	Fire prevention related inspections and enforcement	<input checked="" type="radio"/> Yes <input type="radio"/> No	The Bryx Station and Bryx Mobile solution includes Site Survey Data, including entry access, hazmat information, and other pre-planning information. In addition, fire hydrant data can be mapping in the solution, including color-coding for flow rate and hydrant condition.	*
101		Operational management (scheduling, training, compliance, etc.)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable - Not a product offered with our solution.	*
102		Data analytics to inform staffing, deployment, station location, budget, and other management decisions.	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable - Not a product offered with our solution.	*

103	Incident/post-incident software	CAD, RMS for law enforcement, fire, and EMS	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable - Not a product offered with our solution.	*
104		Electronic Patient Care Reporting (ePCR) and data transfer to hospitals	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable - Not a product offered with our solution.	*
105		Digital and physical evidence management	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable - Not a product offered with our solution.	*
106		E-citation systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable - Not a product offered with our solution.	*
107		Law enforcement case management	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable - Not a product offered with our solution.	*

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

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

Do you have exceptions or modifications to propose?	Acknowledgement *	
	<input type="radio"/> Yes <input checked="" type="radio"/> No	*

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - Bryx Pricing_Sourcewell (PDF).pdf - Tuesday March 04, 2025 14:40:45
 - Financial Strength and Stability (optional)
 - [Marketing Plan/Samples](#) - Bryx_One Page Marketing Flyer (1).pdf - Tuesday March 04, 2025 13:27:16
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Bryx Fire Station Alerting Contract Template.pdf - Tuesday March 04, 2025 13:23:32
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Bryx Response_Sourcewell RFP 030425.pdf - Tuesday March 04, 2025 15:04:31

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. - Cory Morton, VP of Finance, Bryx, 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