

MASTER AGREEMENT #030425 CATEGORY: Public Safety Software SUPPLIER: ImageTrend LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ImageTrend LLC, 1305 Corporate Center Drive, Suite 500, Eagan, MN 55121 (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. Participating Entities will identify themselves as such and their desire to utilize this Master Agreement to purchase Included Solutions.

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

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

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

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

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

13) Supplier Representations:

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

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

- 16) Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200). Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
 - i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
 - ii) DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) Sales Reporting Required. Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) Reporting Requirements. Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;

- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

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

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- 7) Administrative Fee. In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) Fee Remittance. Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) Audit Requirements. Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) Assignment, Transfer, and Administrative Changes. Either party may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party. Such consent will not be unreasonably withheld. Both parties reserve 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 either party may make administrative changes to

- agreement documentation such as name changes, address changes, and other non-material updates with a notice to the other party.
- 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 (1) any negligent act or willful act or omission in the performance of this Agreement by a Supplier or its agents or employees, (2) injury or death to person(s) or property, (3) infringement or misappropriation of a third party's valid patent, copyright, trademark, or trade secret, or (4) fraud. 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:
 - 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. This license is limited to:
 - Sourcewell's Contract Directory located on Sourcewell's website;
 - Sourcewell's Buy Sourcewell located on Sourcewell's website;
 - Tradeshow or other conference banners prepared and approved by Sourcewell;
 - Award announcement emails; and
 - Any reseller or distributor advertising or promotional flyers for distribution by Sourcewell.

Any other usage must be approved by 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

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- 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,

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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.** Either party may terminate this Agreement upon providing written notice of material breach to the other party. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the breaching party will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the breaching party'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.

25) **EXCLUSION OF DAMAGES.** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) SHALL EITHER PARTY TO THIS AGREEMENT, OR THEIR RESPECTIVE OFFICERS. DIRECTORS. EMPLOYEES. AGENTS. PROVIDERS, SUPPLIERS OR LICENSORS, BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA (WHERE SUCH DATA IS LOST IN THE COURSE OF TRANSMISSION VIA SOURCEWELL SYSTEMS OR OVER THE INTERNET THROUGH NO FAULT OF SUPPLIER), BUSINESS INTERRUPTION, LOSS OF GOODWILL, COSTS OF COVER OR REPLACEMENT, OR FOR ANY OTHER TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR FOR ANY OTHER INDIRECT LOSS OR DAMAGES INCURRED BY THE OTHER PARTY OR ITS AFFILIATES IN CONNECTION WITH THIS AGREEMENT, THE SERVICES OR PROFESSIONAL SERVICES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

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 agreed upon in writing by Participating Entity and Supplier. 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 ImageTrend LLC

By: DocuSigned by:

Signed by:

Sourcewell By: DocuSigned by:

By: By: DocuSigned by:

Jeremy Schwartz

Joe Graw

Title: Chief Procurement Officer

B/20/2025 | 8:03 AM CDT

Date: 8/20/2025 | 5:31 AM PDT

RFP 030425 - Public Safety Software

Vendor Details

Company Name: ImageTrend LLC

1305 Corporate Center Drive Suite 500

Address:

Eagan, Minnesota 55121

Contact: Sherri Leflay

Email: proposals@imagetrend.com

Phone: 952-469-1589
Fax: 952-958-5671
HST#: 41-1903871

Submission Details

Created On: Monday February 10, 2025 14:49:59
Submitted On: Tuesday March 04, 2025 11:48:36

Submitted By: Sherri Leflay

Email: proposals@imagetrend.com

Transaction #: d9236a8f-2048-40b8-a1f6-06e41aa8b90f

Submitter's IP Address: 147.243.168.48

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 *	
	Provide the legal name of the Proposer authorized to submit this Proposal.	Sherri Leflay, Director of Legal Operations	*
	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes, subject to noted exceptions.	*
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).	No other subsidiaries, D.B.A., authorized affiliates, or any other entities are responsible for offering and performing delivery of the solutions within this proposal. The project will be completed by ImageTrend singularly.	*
	Provide your CAGE code or Unique Entity Identifier (SAM):	Our CAGE code is 5GFE2	*
	Provide your NAICS code applicable to Solutions proposed.	Our NAICS code is 513210.	
6	Proposer Physical Address:	ImageTrend LLC 1305 Corporate Center Drive, Suite 500 Eagan, Minnesota 55121	*
7	Proposer website address (or addresses):	Our website is http://www.imagetrend.com	*
	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):	Joe Graw, Chief Growth Officer, 1305 Corporate Center Dr, Eagan, MN 55121, jgraw@imagetrend.com, 952-469-6185	*
9 Proposer's primary contact for this proposal (name, title, address, email address & phone): Sherri Leflay, Director of Legal Operations, 1305 Corporate Center Dr, § 55121, proposals@imagetrend.com, 952-469-6451		Sherri Leflay, Director of Legal Operations, 1305 Corporate Center Dr, Eagan, MN 55121, proposals@imagetrend.com, 952-469-6451	*
	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	*

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

Line Item	Question	Response *	
100111			

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	ImageTrend, established in 1998, is a privately held corporation headquartered in Eagan, Minnesota. As the largest provider of emergency services data solutions in the country, we specialize in data collection, analysis, and reporting. Our experience includes managing repositories for 40 EMS state agencies and 12 state fire marshal's offices, serving 45,000 daily users with our innovative, web-based solution, ImageTrend Elite™. We also house over 420 million EMS records and over 93 million fire records in our Elite solution.
		ImageTrend leads in emergency response and healthcare interoperability, offering comprehensive solutions for EMS, fire, and healthcare markets, including data capture, analytics, registries, scheduling, billing, and first responder mental health support.
		Our mission statement is: We Transform Data into Actionable Intelligence to Drive Community Impact Our configurable software empowers healthcare and emergency service providers to address systemic challenges and make a real difference in the communities they serve.Our core values emphasize customer intimacy, innovation, and excellence. We believe in close, nurturing relationships with our customers and value their input into product improvements that enhance product features.
		Our business philosophy is centered around collaboration with our customers to achieve transformative outcomes. Over our 25+ years in business, we have grown into numerous markets, including billing, healthcare, emergency services, license management, higher education, and first responder mental health. Our focus on customer intimacy remains ever-present, ensuring we thrive as an organization by maintaining close relationships with our clients. Our innovative solutions empower organizations to streamline operations, enhance data-driven decision-making, and improve overall efficiency. We fully support Sourcewell's mission to leverage cooperative purchasing to drive administrative efficiencies, reduce costs, and enhance value for public agencies. ImageTrend is thrilled about the potential partnership with you, confident that together we will significantly enhance our life-saving efforts and provide exceptional support to teams in the field. Our pre-built SaaS and cloud-based platforms are specifically designed to serve market segments of all sizes, including law enforcement, fire/rescue, EMS, emergency management, and emergency communication centers. ImageTrend's solutions are designed to be highly scalable, making them an ideal fit for the entities you work with, from small rural agencies to large metropolitan organizations.
		Our flexible software architecture ensures that agencies can customize and expand their capabilities as their needs evolve, without compromising performance or functionality. Whether it's a small fire department requiring streamlined incident reporting or a large, multi-jurisdictional emergency management agency needing comprehensive command and operational tools, ImageTrend's solutions adapt seamlessly to meet the unique demands of each entity. This scalability ensures that every participating entity, regardless of size or complexity, can leverage our cuttingedge technology to enhance their public safety operations and achieve their mission objectives.
12	What are your company's expectations in the event of an award?	In the event of an award, ImageTrend expects Sourcewell to engage in a collaborative partnership to achieve the business goals and needs of the project. We value transparency and patience throughout the process, ensuring open communication and mutual understanding to drive success. Together, we aim to deliver exceptional results that meet and exceed project expectations.
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Please see our financial documents uploaded to the Sourcewell portal.
14	What is your US market share for the Solutions that you are proposing?	ImageTrend is a leading provider of emergency services technology in the United States, serving more than 3,000 customers including 20,000 agencies across Fire, Emergency Medical Services, and Hospital segments. Our solutions are widely adopted at both state and local levels, with ImageTrend collecting EMS data for 47 of the 50 states—covering 90% of the U.S. population. While we do not publicly disclose precise market share figures, we continue to see steady growth and adoption across the industry due to our focus on innovation, data interoperability, and actionable intelligence.

15	What is your Canadian market share for the Solutions that you are proposing?	ImageTrend is steadily expanding its presence in Canada, partnering with paramedic services, fire departments, and healthcare organizations to provide data-driven solutions tailored to their specific operational and reporting needs. While our market share in Canada is still growing, we are committed to supporting agencies with a flexible, configurable platform that aligns with provincial requirements and workflows. Our ongoing investment in the Canadian market reflects our dedication to delivering innovative solutions that enhance operational efficiency, reporting accuracy, and decision-making for emergency services and healthcare providers	*
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.	ImageTrend has not filed for bankruptcy in its years of operation.	*
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?	ImageTrend develops proprietary software entirely by in-house employees, encompassing development, customer service, sales, and training. Our comprehensive understanding of our solutions ensures they are tailored to meet your specific needs.	*
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.	ImageTrend holds all necessary licenses and certifications required to pursue the business contemplated by this RFP. Our solutions are designed to ensure compliance with regulatory standards. We utilize subcontractors only for our hosting provider, Microsoft Azure, which also complies with all relevant certifications and standards.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	We have no debarments or suspensions to note.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	ImageTrend is proud to say that research is, and has always been, a major focus in the company. Here are some of the awards our Clinical and Research Team has won in recent years: • 2024 1st Place Oral presentation EMS World; California Homeless population attended by EMS poster • 2023 1st Place Oral TraumaCon; National Motorcycle Helmet research • Elite won the 2020 EMS World Innovation Award • ImageTrend Collaborate™ research program won the 2022 EMS World Innovation Award • ImageTrend Telehealth™ won the 2022 EMS World Innovation Award • ImageTrend Connect Conference received the 2018-2019 Visit St. Paul's Conference of the Year • ImageTrend Epidemiologist, Morgan Anderson, was named a Top 10 EMS Innovator for mental health research in 2018 • ImageTrend Health Information Hub™ was selected as a Top 20 EMS World New Product Innovation Winner in 2017 • ImageTrend Continuum™ was awarded the JEMS Hot Product at EMS Today in 2017	*
21	What percentage of your sales are to the governmental sector in the past three years?	Less than 1%	*
22	What percentage of your sales are to the education sector in the past three years?	Less than 1%	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	About 20%	*
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?	Please see our uploaded attachment for our 3-year GSA contracts.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Albuquerque Fire Department (NM)	Mitch Avey	505-764-6333	*
Schertz EMS (TX)	Brandon Hill	210-619-1412	*
Pattonville Fire Department (MO)	Casey Jones	636-368-2870	*

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

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

Line Item	Question	Response *	
26	Sales force.	Our sales team is located within the United States, with full-time, remote employees across the country. Our robust sales team serves their respective territory with an understanding of local considerations to best serve their population. Our sales team works in tandem with project management to facilitate the implementation process and will be a trusted contact throughout the process	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	All sellers are in-house employees of ImageTrend and are located within the United States.	*
28	Service force.	ImageTrend's support teams are in-house employees based in the United States. With more than 300 employees company-wide, we offer support via phone, live chat, usergenerated service tickets, and our online ImageTrend University platform. ImageTrend is comprised of highly skilled professionals who excel in understanding and simplifying customer requirements, ensuring our solutions are both effective and user-friendly. Each team is adept at communicating end-user feedback to technical and design leads, bridging the gap between users and developers to enhance product usability and functionality. With strong communication skills, a collaborative and productive working environment is carefully fostered, keeping all stakeholders aligned and focused on common goals. Additionally, our proven knowledge of industry standards ensures our projects adhere to the latest best practices and regulatory requirements, maintaining high-quality outputs and keeping us competitive in the market. Together, ImageTrend is dedicated to delivering outstanding results and driving innovation in our field. Please see our attached support documentation for greater detail on our customer service offerings.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our sales team works with clients directly to understand and fulfill the specific needs and considerations of their clientele and their respective agencies. All of our employees are located in the United States.	*

30 Describe your product implementation strategy. If utilizing installation partners, describe and define their role in the strategy.

ImageTrend supports its products by providing a comprehensive implementation process managed by its employees based in the United States. This process follows a structured implementation timeline designed to shape, organize, and control project details. Key components of the implementation include:

Kickoff and Communication: An initial conference call with key stakeholders, the system administrator, and other participants to establish communication, define roles, set timelines, and outline deliverables.

Education Sessions: Weekly or customized training webinars to configure the system, share best practices, and ensure knowledge transfer for local subject matter experts. Data Management: Workbooks may be used for importing data such as destinations, staff, vehicles, and stations. Legacy data migration for locations, occupancies, inspections, and hydrants is also supported through a discovery and Statement of Work (SOW) process if additional customization is needed.

Optional Training: Webinars and onsite training are available for an additional cost. An ImageTrend Implementation Specialist acts as the primary coordinator throughout the project, managing tasks from kickoff to go-live and facilitating the transition to the Client Services Support Team. Clients are encouraged to designate a representative who will participate in meetings, oversee requirements gathering, and coordinate internal tasks to ensure project success.

The implementation timeline includes User Acceptance Testing (UAT) to validate the system before going live. ImageTrend assists with creating test cases and tracking progress.

After going live, the Implementation Specialist provides post-go-live support for 30-45 days, including weekly check-ins, triaging issues, and conducting a retrospective to review objectives and discuss future educational opportunities or contract items.

This structured approach ensures a smooth and efficient implementation process, tailored to the client's needs.

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.

ImageTrend provides ongoing support as contracted after software implementation, including a focus on product performance and general maintenance. ImageTrend offers multi-level technical support, based on level-two user support, by accommodating both the general inquiries of the administrators and those of the system users. Administrators can field support for the system as the first level of contact while providing the option to refer inquiries directly to ImageTrend. Our Support Team is available between 6:00 AM and 8:00 PM CT, Monday through Friday, via the Support Suite, email, or telephone. Non-emergency support requests made after business hours will be addressed the next business day.

Additionally, our product support portal, Support Desk, is available 24 hours a day, seven days a week, 365 days a year. Support Desk enables clients to report incidents around the clock and then track the solution's progress toward resolution. Users can log a support issue and self-triage their issue's severity. In the case of a critical issue, the system will automatically notify the Support Team and the Senior Leadership Team via text message and email, 24/7.

Should clients wish to bypass traditional support services, the system also allows for swift incident resolution by offering keyword-based self-help services and articles within ImageTrend University. Common concerns or issues found in support tickets and Support Desk calls are added as educational material to ImageTrend University. Questions about production, documentation, education, and other frequently asked questions are also used to populate ImageTrend University.

Support Desk: support.ImageTrend.com Email: support@ImageTrend.com Toll Free: 1-888-730-3255 Phone: (952) 469-1589

Live Chat: Simply log into your support account (or create one) and click the chat icon in the bottom-right corner for real-time assistance.

Customer Success Services

ImageTrend offers specialized account management services for our clients. With varying levels of involvement and account attention, you can have a single point of contact assigned to you for the life of your contract with ImageTrend. Regular calls with your team, enhanced guidance for solution setup, and recommended workflows are examples of the advantages of having an ImageTrend Account Advisor working with you every week.

Recurring Conference Calls and Webinars

ImageTrend offers monthly education webinars about nearly all of our solutions. During the meeting, ImageTrend shares information on product updates or enhancements and industry happenings and requests feedback. Suggestions for future discussion topics and networking among participants are also encouraged. Additionally, free educational webinars are offered monthly.

ImageTrend Forum

The ImageTrend Forum provides a way for our client base to network together. The Forum, which is sponsored and moderated by ImageTrend, allows our clients to share their ideas, workflows, and innovative solutions every day. Interfacing with other system administrators around the country through live message boards, chat threads, and polls are some of the ways users connect.

UserVoice

UserVoice is a community platform allowing system administrators to post feature requests or enhancement ideas. Users from throughout the community can vote and comment on these posts, getting various perspectives on ideas that may be especially beneficial. Each administrator receives a set number of votes, so it is important to make those votes count. Each idea posted is carefully analyzed and may augment product roadmaps.

ImageTrend University

ImageTrend University provides a library of resources, including educational videos, manuals, quick guides, and help documents for all ImageTrend products. Online education materials are available to all clients with support agreements. The resources have been very useful as both refresher and initial education materials.

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	ImageTrend is fully capable and willing to provide products and services to Sourcewell participating entities in the United States. We have extensive experience in delivering integrated systems and solutions to various public health and safety organizations across the country. Our services include technical support, web application development, database administration, and systems engineering. We ensure timely responses and support through our dedicated Client Services Team, which includes our Education, Implementation, and Support teams. All our services and support are provided within the United States, ensuring compliance with local regulations and standards. Additionally, we offer ongoing education and support to ensure our clients get the most out of our systems.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	ImageTrend is fully capable and willing to provide products and services to Sourcewell participating entities in Canada. As we do currently have clients in Ontario, we do have insight into the regulations work in Canada requires. We have extensive experience in delivering integrated systems and solutions to various public health and safety organizations. Our services include technical support, web application development, database administration, and systems engineering. We ensure timely responses and support through our dedicated Client Services Team, which includes our Education, Implementation, and Support teams. All our services and support are provided in compliance with local regulations and standards. Additionally, we offer ongoing education and support to ensure our clients get the most out of our systems.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There are not any geographic areas of the United States or Canada that we will not be fully servicing.	*
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 none.	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are none.	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
38	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	ImageTrend will use an omnichannel approach, including emails to known contacts at Minnesota and other State agencies and targeted advertising (e.g. display ads and social media ads). These tactics will create awareness of the awarded contract and promote content that helps our target agencies address their challenges, demonstrate how ImageTrend products and solutions can effectively solve their problems, and share industry news and insights. For examples of our previous marketing efforts, please see the attached documents along	*
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	with our response. Account-based marketing campaigns will leverage 6Sense and HubSpot to identify and segment accounts. We focus on medium- and large-sized EMS and Fire agencies, along with hospitals segmented by trauma center level and number of beds. By utilizing a combination of internal data, platform insights, intent signals, and engagement metrics—such as website visits and email opens—we will effectively target the right prospects for personalized outreach. These audiences will also be used on social media platforms like Meta and LinkedIn.	*
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?	Dedicated landing pages announcing the Sourcewell-awarded agreement and covering the products, services, and pricing offered. Account Executives and Business Development Representatives will reach out via phone and email to prospects and customers, informing them of finalized contract terms and encouraging them to complete their purchase. They will leverage the Sourcewell award for credibility before explaining the benefits of ImageTrend's platform.	*
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.	Currently, e-procurement ordering is not available for our solutions.	*

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.	Our implementation and education training model can include both virtual and onsite training. We will assign an Implementation Specialist who is your coordination point for your implementation. Together, your Implementation Team and Implementation Specialist, will review the implementation schedule which includes a virtual project kick off, a series of webinars designed to incrementally learn the software over several weeks in addition to onsite training for your administrators, training team, and end users. We generally employ the "train the trainer" philosophy to each project, empowering each client to identify which training style and level their users need. Most training is standard with a signed contract, your Implementation Specialist will recommend any training needed above and beyond the standard (included) training.
		"During the period of site build-out, our teams will meet virtually at a mutually agreed-upon frequency, typically weekly for one hour, and educate your team on the features and functionality of the software solution. In addition to these walkthroughs, we have other educational resources to assist with educating your staff. With Elite solutions, you have access to ImageTrend University, a comprehensive resource repository that houses a plethora of tutorials and professionally recorded videos. Within ImageTrend University, you can access tutorials and documents to learn about new product features, take refresher courses to enhance your skills, or complete onboarding training for new users. ImageTrend University is available 24/7.
		"In addition to our formal training, ImageTrend also offers frfee monthly webinars, as well inperson networking and learning events for our Billing Bridge and Patient Registry solution. ImageTrend hosts an annual users' conference in Minnesota where public safety personnel from across the world gather to share ideas and processes, examine key issues, celebrate successes, and discuss challenges. Attendees can take part in education sessions, discuss industry trends, and prepare for future transitions and they can expect to learn more about working with ImageTrend software solutions and the new technologies and methodologies for their field from those who know the industry and ImageTrend best—their peers and the ImageTrend team"
		We may suggest an educational plan that includes onsite trips with onsite educational training days and webinar sessions (each session is two hours in length). This plan would include a three day administrator onsite conducted early on in the implementation. This trip, in addition to the weekly walkthroughs, will assist with the site build-out and testing to prepare the environment for end-user training. A second trip could be conducted as a train-the-trainer or end-user training before go live. This time is spent working with your Training Team if a train-the-trainer approach is desired or scheduling a series of end-user trainings to introduce your crews to record entry. Lastly, the webinars could be used at your discretion, possibly post go-live, after a period of time for your team and ImageTrend's team to audit the system and provide any additional training that would be best learned after there is real data in the site, such as ad hoc and aggregate report writing. These topics are often best covered after there is live and complete data in the system on which to query in Report Writer and perform quality performance checks.
43	Describe any technological advances that your proposed solutions offer.	Interoperability and Data Integration: ImageTrend's solutions, such as the Health Information Hub™ (HIH), facilitate seamless data exchange between emergency response systems and Electronic Health Records (EHR). This integration ensures that critical patient information is available in real-time, enhancing the coordination of care during emergencies.
		Real-Time Data Access: ImageTrend enables EMS agencies and hospitals to access electronic Patient Care Reports (ePCR) instantly. This reduces manual data entry, minimizes errors, and ensures that vital patient information is readily available during transfers of care.
		Enhanced Reporting and Analytics: ImageTrend's involvement in the National Emergency Response Information System (NERIS) initiative has modernized fire and emergency services data systems. NERIS provides actionable intelligence and near real-time data submission, improving situational awareness and decision-making for emergency responders.
		Data Migration and Management: ImageTrend uses workbooks to migrate legacy data for locations, occupancies, inspections, and hydrants. This ensures that historical data is accurately transferred and integrated into new systems, maintaining continuity and reliability.
		Education and Training: ImageTrend offers comprehensive training programs, including webinars and onsite training, to ensure that system administrators and end-users are proficient in using their tools. This promotes best practices and knowledge transfer, empowering local subject matter experts.
		ImageTrend is the only ePCR vendor that provides a data mart out of the box. Data extracted from your ImageTrend product transactional databases are transformed into a format that is designed and tuned for optimum reporting and analysis.

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.	ImageTrend solutions maintain a high level of data management, security, and privacy controls used by thousands of customers across the country—40 states and agencies within the Federal government. To ensure compliance with security regulations, we have controls mapped to the NIST 800-53 cybersecurity framework. The entire process of constructing and deploying the application must adhere to established compliance standards, ensuring privacy by design, while following OWASP best practices to further strengthen the security posture of our application. This approach addresses common vulnerabilities and ensures comprehensive risk mitigation. Our physical hosting provider maintains up-to-date SOC 1, SOC 2 Type 2, and PCI-DSS reports, ensuring both the physical safety and availability of the system. Additionally, our solutions are SOC 2 Type 2 compliant. Our SOC 2 Type 2 covers Elite, Health Information Hub, Patient Registry, and Billing Bridge.
45	Describe your data backup and recovery solutions.	Our data backup and recovery solutions include performing incremental backups every 15 minutes and full backups daily. The database is also continuously replicated to our disaster recovery environment. Depending on the type of failure, data would either be recovered by restoring from the latest backup or by failing over into the disaster recovery environment if required. All backups are natively encrypted with Transparent Data Encryption (TDE) for SQL Server.
46	Demonstrate your connectivity, interoperability and integration capabilities between your offered solution(s) and other software systems.	We provide comprehensive EMS and fire software solutions that streamline patient care documentation through an integrated ePCR. Our solutions help facilitate seamless bidirectional data exchange between EMS and hospitals, enhance fire operations management, offer scalable archival solutions and simplify personnel license management among other features, optimizing efficiency and accuracy in emergency prehospital services. Other integrations include: • Data Integration: ImageTrend's solutions, such as Elite and HIH, integrate with hospital Electronic Health Records (EHRs) using standards-based interoperability protocols like Direct messaging. • Real-Time Data Exchange: Solutions like DataMart and Patient Registry provide real-time data updates, ensuring that all connected systems have the latest information. • Cross-Platform Compatibility: ImageTrend's products are designed to work across different platforms and devices, facilitating smooth data flow between EMS, hospitals, and other healthcare providers. Use Cases • Emergency Medical Services (EMS) to Hospital Handoff: When EMS teams transport critically injured patients to hospitals, the Elite system allows for the real-time transfer of electronic Patient Care Reports (ePCR) directly into the hospital's EHR. This ensures that hospital staff have immediate access to vital patient information, improving the speed and accuracy of care. • Community Paramedicine Programs: ImageTrend's solutions support community paramedicine programs by integrating patient data from various sources, including EMS and hospitals. This integration helps paramedics provide better follow-up care and manage chronic conditions more effectively. • Public Health Reporting: ImageTrend's DataMart enables public health agencies to collect and analyze data from multiple EMS and healthcare providers. This comprehensive data collection supports public health initiatives and helps in tracking disease outbreaks and other health trends. • Fire Department Operations: Visual Pre Plans integrat
47	Describe any "green" initiatives that relate to your company or to your solutions, and include a list of the certifying agency for each.	We have just moved into a new office in Eagan, Minnesota and are excited to establish new sustainability goals for the future. Our previous green initiatives include not printing paper, utilizing an energy-efficient light roof and white rubber roofing, and having a modern, high-efficiency heating system. We also used solar power at our previous headquarters and promoted the use of electric vehicles by offering four onsite plug-ins. We strive to minimize our environmental impact through energy consumption reduction, water conservation, waste minimization, and recycling measures.
48	Identify any third-party issued ecolabels, ratings or certifications that your company has received for the solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We do not have any third-party certifications for sustainability or eco-labels related to energy efficiency or conservation.

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?

Our unique attributes include innovative functionality, exceptional customer service, and a comprehensive implementation process. Our solutions offer complete configurability, allowing for extensive customization of workflows, documentation orders, and field defaults. We also provide advanced reporting tools, real-time validation, adaptive design, offline capability, and integration and interoperability with other systems. These features collectively enhance the ability to manage records efficiently, ensure data accuracy, and generate insightful reports, leading to improved operational performance and decision-making.

In addition to offering state-of-the-art solutions, ImageTrend innovatively connects with users and fosters community relationships within the market through various networking opportunities: California 211

ImageTrend enhanced California's 2-1-1 service with comprehensive software solutions and exceptional support. Their data management and analytics tools enabled seamless integration and efficient handling of critical information, ensuring timely and accurate assistance for residents. ImageTrend's commitment to excellence and responsive support streamlined operations, making the 2-1-1 service more effective and reliable.

Out of the Box Data Mart

ImageTrend is the only ePCR vendor to provide a data mart directly out of the box.

Collaborate Data Set

ImageTrend invested in resources for secure and efficient large-scale research dataset methodology. The Collaborate dataset is an opt-in program where clients contribute deidentified data, housing over 80 million EMS activations consistent with NEMSIS standards. In 2024, ImageTrend collaborated with external researchers, resulting in 30 abstract submissions, 26 poster presentations, and six peer-reviewed manuscripts.

External Researchers

The ImageTrend Clinical and Research Services team compared motorcycle incidents attended by EMS before and after Missouri's helmet law repeal. Findings from this study were used in Missouri Department of Transportation's work groups and state legislative meetings to provide evidence of changes in injury types due to the legal change.

ImageTrend Connect Annual User Conference

ImageTrend hosts an annual users' conference in Minnesota, bringing together public safety personnel from around the world to share ideas, examine key issues, celebrate successes, and discuss challenges. Attendees participate in education sessions, discuss industry trends, and learn about ImageTrend software solutions and new technologies from peers and the ImageTrend team. The conference has become a leading event focused on electronic data collection, interoperability, and data analysis to improve public health and safety operations.

Recurring Conference Calls and Webinars

ImageTrend offers monthly education webinars on nearly all their solutions, sharing product updates, industry happenings, and requesting feedback. Free educational webinars cover topics like EMS utilization in the geriatric population, ImageTrend Slate product tours, mental health approaches, and miscoded EMS care records and patient safety.

ImageTrend Forum

The ImageTrend Forum allows clients to network, share ideas, workflows, and innovative solutions. Sponsored and moderated by ImageTrend, the forum includes live message boards, chat threads, and polls for users to connect.

ImageTrend UserVoice

UserVoice is a community platform where system administrators post feature requests or enhancement ideas. Users vote and comment on posts, providing various perspectives on beneficial ideas. Each idea is carefully analyzed and may influence product roadmaps.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		C Yes No	We do not hold this certification.
51		Minority Business Enterprise (MBE)	C Yes No	We do not hold this certification.
52		Women Business Enterprise (WBE)	C Yes No	We do not hold this certification.
53		Disabled-Owned Business Enterprise (DOBE)	○ Yes ○ No	We do not hold this certification.
54		Veteran-Owned Business Enterprise (VBE)	∩ Yes ເ No	We do not hold this certification.
55		Service-Disabled Veteran-Owned Business (SDVOB)	C Yes © No	We do not hold this certification.
56		Small Business Enterprise (SBE)	C Yes No	We do not hold this certification.
57		Small Disadvantaged Business (SDB)	C Yes No	We do not hold this certification.
58		Women-Owned Small Business (WOSB)	∩ Yes ເ No	We do not hold this certification.

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 payment terms are Net 30. We only accept payments via checks and bank transfers (ACH/wire). We are working on implementing a system to accept all credit cards within the next six months.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	We do not offer financial options for our subscriptions.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	All of our standard terms can be found at https://www.imagetrend.com/legal/. Please see our attachments in the portal for our Master Service Agreement, Service Level Agreement, Business Association Agreement, and Product Specific Terms.	*
62	Explain your licensing process and the service agreements required of end users.	ImageTrend systems are provided as a SaaS, allowing unlimited users without restrictions; our Service Level Agreements will be detailed in a separate document.	*
63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We only accept payments via checks and bank transfers (ACH/wire). We are working on implementing a system to accept all credit cards, including P Cards, within the next six months.	*

64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data	Please see the attached Pricing Proposal for our various solutions.	
	(including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	ImageTrend is providing a 5% discount across the list of products included in the Pricing Proposal.	*
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.	ImageTrend is providing a 5% discount across the list of products included in the Pricing Proposal.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	ImageTrend does not have any quantity or volume discounts.	*
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.	ImageTrend would provide these items at cost plus 5%.	*
68	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Total cost is included in the Pricing Proposal.	*
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.	ImageTrend's products are Cloud-based, SaaS solutions and do not require shipping or delivery services.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	or ImageTrend's products are Cloud-based, SaaS solutions and do not require shipping or delivery services.	
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	ImageTrend's products are Cloud-based, SaaS solutions and do not require shipping or delivery services.	*
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.	Once identified as a Sourcewell participating entity, our Sales Team will use Sourcewell specific pricing for that customer that will have automation built into the quoting process.	*
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.	If awarded an agreement, we will track the following internal metrics to measure success. Additionally, we value user feedback and create user feedback loops such as user surveys and external focus group meetings to identify process improvements and potential enhancements within the application. This feedback is crucial for refining our solutions and ensuring they meet the client's needs effectively.	
		Customer Satisfaction (CSAT) Ratings: We measure customer satisfaction through surveys administered via Simplesat, which are sent to clients after interactions with our team. Our current CSAT targets and achievements are as follows: Onboarding and Education Services: Target 95%, Achievement 98.3% Account Advisement Services: Target 95%, Achievement 95.7% Support Team: Target 95%, Achievement 95.8%	
		Application Uptime: We track application uptime and can report on it year-to-year. Our system is accessible 24 hours a day, seven days a week, 365 days a year, with at least 99.5% uptime.	*
		Incident Resolution Time: We monitor the average resolution time for incidents, events, and problems as outlined in our Service Level Agreement.	
		Training and Implementation Progress: We track the progress of training and implementation plans, including the completion of administrative reviews, train-the-trainer sessions, and hands-on training for service administrators.	
		Support Response Times: We ensure timely responses through our structured communication strategy and defined response times during implementation and ongoing support.	

74	Provide a proposed Administration Fee payable to	ImageTrend is proposing a 1% Administrative fee payable to		ı
	Sourcewell. The Fee is in consideration for the support	Sourcewell.		ı
	and services provided by Sourcewell. The propose an			ı
	Administrative Fee will be payable to Sourcewell on all			ı
	completed transactions to Participating Entities utilizing this		*	ı
	Agreement. The Administrative Fee will be calculated as a			ı
	stated percentage, or flat fee as may be applicable, of all			ı
	completed transactions utilizing this Master Agreement			ı
	within the preceding Reporting Period defined in the			ı
	agreement.			ı

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
75	contracts, or agencies.	Please refer to our pricing sheet attached to this response for information on our costs, including a 5% discount.

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

Item Question Response *

Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and

77

services.

Provide a detailed description of all the	ImageTrend provides the following products for Sourcewell customers. Detailed
Solutions offered, including used Solutions if applicable, offered in the proposal.	product descriptions can be found in the attachments of this response. Fire and EMS SaaS Solutions: Elite for Rescue/Fire/EMS: Elite is a single solution for seamlessly connected electronic patient care reporting and fire records management. Designed specifically for EMS, fire, and combined fire/EMS rescue, Elite's solutions streamline electronic patient care reporting and fire reporting.
	 Visual Pre Plans (VPP) by FlowMSP: VPP is a cloud-based solution that provides real-time access to critical building data, site hazards, and response detail This tool allows emergency responders to create, update, and share pre-plans seamlessly—ensuring teams arrive on scene with the information they need to act quickly and effectively.
	• ImageTrend Community Health™: Create and manage Community Health/Mobile Integrated Health programs within Elite. Users can document "visits" within this module, enroll patients into best suited care programs and track patient progress.
	 Critical Care: The Critical Care dataset adds over 200 critical care specific fields to the ePCR. Designed for speed and accuracy, document for specialized transports such as air, ground, interfacility or scene transports.
	Hospital SaaS Solutions: HIH: When an ePCR is in process or completed and posted, HIH transforms ePCR into the appropriate hospital data format. Additionally, patient outcome data delivered from the hospital to the transporting agency.
	• Patient Registry™: ImageTrend Patient Registry™ is a cloud-based, hospital software solution, capable of multi-disciplinary registry for trauma, burn, stroke, card and more.
	 ImageTrend Hospital Hub™ streamlines communication between EMS provider in the field and medical staff in hospitals.
	Licensing SaaS Solutions: • License Management™ and related reporting solutions provide a streamlined platform for personnel, vehicles and entities requiring licensing and certification. Use can swiftly apply for, renew their credentials online, make application fee payments and confirm regulatory standards compliance. This user-friendly, publicly verifiable platform ensures a smooth and efficient licensing process.
	Revenue Recovery SaaS Solutions: • ImageTrend Billing Bridge ®: ImageTrend provides comprehensive solutions fo EMS revenue recovery and fire billing, offering a standalone billing software solution designed to assist agencies and departments in managing their billing processes efficiently, ensuring financial sustainability and operational effectiveness.
	Analytics and Reporting SaaS Solutions: Continuum: Powerful, flexible analytics options that provide immediate insights with alerts, dashboards and custom reporting. ImageTrend Data Mart™: Data Mart database resides in a clients' managed environment and is refreshed continuously as new and updated records are entered in Elite or Patient Registry, providing organizations the ability to use the data they capture in numerous ways.
	Scheduling SaaS Solutions: • ImageTrend Slate™: Operations management solution designed to meet the needs of departments and agencies of all sizes. Optimize and streamline schedulin and integrate with Elite for seamless, bidirectional updates.
	Customer Success Offerings: Implementation Services: Implementation services for ImageTrend solutions. Education Services: Education services for ImageTrend solutions. Research Services: Data analysis solutions led by the ImageTrend Clinical and Research Services Team. Account Advisement Services: Advisement services as a single point of contato review various facets of an agency's application and offer recommendations and

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provide guidance on best practices.

Our proposal response and its associated products fit within the pre-defined RFP categories. There are no subcategories in which ImageTrend elects to provide.

Table 7B: Category 1. Public Safety Response - Agency Situational Awareness. Proposers selecting Category 1 are ONLY able to provide one (1) or a combination of solutions below (Line 78 - 83). *See the Appendix in the RFP for further information.

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

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

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

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

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

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

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

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

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

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

Line Item	Category or Type	Subcategory	Offered *	Comments	
92	Category 1 - Public Safety Response Agency Situational Awareness		C Yes No	We do not provide this service,	*
93	Incident command and management	Incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.	C Yes No	ImageTrend's proposed solutions do not meet this requirement.	*

94	Mapping	Vertical location indoor outdoor	G Yes	Flite for Rescue offers a
94	Mapping	Vertical location, indoor, outdoor	© Yes	Elite for Rescue offers a visual map interface through the Report Writer, where users can generate reports and view results via a map. This allows for map-based analysis and GIS mapping integrated with accident or epidemiological data. The interface is designed to be intuitive, enabling users to easily identify accidents or other types of hot spots. Additionally, clients can import GIS layers to overlay in the Hydrant module and Continuum, allowing for customizable dashboards. VPP is a webbased and mobile app platform for creating and viewing pre-plans. It allows for unlimited access for authorized users on the pre planning platform and mobile app and is equipped with dispatch notification, mapping, and routing to each incident location. VPP shows turn-by-turn directions. From the VPP map, responders can tap the "Start Navigation" button for instant routing from the responder's current location to the incident location. Using the mobile device's native mapping feature (Google Maps for Android, Apple Maps for iOS), the route appears. Routing works with smartwatches to provide responders with turn-by-turn directions. For example, the Apple Watch emits
				responders with turn-by-turn directions. For example,

95	Asset tracking and location	Personnel, vehicles, controlled substances, equipment, etc.	© Yes © No	The Elite Inventory module is included in the base product for the family of products.
				Elite Inventory allows for the details, maintenance, and repairs of any item entered. Items can be placed into sites such as a station or apparatus. Inventory can be allocated to users to track personally allocated items, such as bunker gear. Items that require maintenance can be scheduled. Repair records are one-to-many, allowing cost and out-of-service details. Supplemental questions can be added to the inventory to expand the data collection needs of the department.
				Within the Inventory module, items can be labeled as bulk items, enabling their usage to be tracked as consumed, disposed of, distributed, or quantity added. Usage date, quantity, and description indicators can be documented on the usage slide within the inventory record. Tracking quantities of daily consumables such as first aid supplies in particular sites, such as a storage locker or supply warehouse, are better verified via Elite's Checklist module.
				The checklist module in Elite allows system administrators to build as many checklists as needed for check logs, apparatus checks, etc. to confirm quantities and automatically notify stakeholders via email. These notifications can be sent when a deficiency is noted or when a checklist has been completed. Each checklist has a history of completion and missing dates.
96	Community notifications	Evacuations, minor crime reporting, shelter in place, etc.	C Yes ⊙ No	Our proposed solution does not allow for community notifications.

97	One-to-one and one-to-many	SMS, push to talk, video,	€ Yes	Elite has a built-in
	collaboration and coordination	voice, etc.	C No	messaging system that allows secure communications from within the Elite software. This allows for communication between those involved in patient care and includes direct links to reports for amending, editing, or reviewing. Administrators can determine who has access to Amend, Edit, or Review based on their assigned permission groups.
				Additionally, administrators can determine who has access to the NFIRS/NERIS report based on their role in patient care of a specific patient. This messaging also directly links to Elite's QA/QI module (Continuous Quality Improvement CQI), eliminating the need for communication outside of the secure Elite software. If desired, administrators have the option of allowing Elite to notify users of an awaiting message via outside e-mail without the risk of divulging any PII or HIPAA-related data.
				Relevant EKGs, photos, and video/audio files are stored within the patient care module, bypassing local storage on the input device, ensuring all data is encrypted and does not reside on the input device. Elite also includes extensive audit trails to track who accessed a record and any changes that were made during that interaction.
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	C Yes ତ No	ImageTrend's proposed solutions do not meet this requirement.
99	Category 2 - Public Safety Response Agency Operations		© Yes ○ No	Our solutions meet this criteria.

400	D 1 11 1 1 6	I	- >/	E
100	Pre-incident planning software	Fire prevention related		Elite for Rescue and Elite
		inspections and enforcement	○ No	for Fire's
				Locations/Occupants/Inspecti
				ons module allows
				seamless recording,
				updating, and referencing
				of fire inspection data from
				anywhere with or without
				an internet connection.
				Administrators can
				configure permission-based
				access to control editing
				rights and ensure data
				integrity, while the touch-
				friendly interface supports
				easy navigation and quick
				access to historical fire
				call data and violation *
				codes within the
				application. The Hydrants
				module manages agency
				hydrants, including test
				records and scheduling.
				Accessed through the
				Resources tab, it allows
				the creation and
				management of hydrants
				and testing records.
				Inspectors can document
				flow tests directly within
				hydrant records or in bulk
				from the list view, updating
				parent hydrant details
				automatically for efficient
				maintenance scheduling.

101	Operational mana	gement	Users can view, manage,
	(scheduling, training compliance, etc.)	ng, C No	and track training completion and conduct reporting for completed training hours. Elite's Training and Activities module allows authorized users to create training and/or activity records to track the training or activity that occurred, including training topics, categories, certifications, attendees, location, and date information. Training records are reportable in Report Writer, enabling administrators to collect and report training hours for reports and more. In Elite, Daily Roster is where agency admins create the day-to-day rosters for your agency's non-mutual aid vehicles. Rosters decrease the time it takes for fire personnel to document the crew and apparatus information. In fire incidents, personnel add their apparatus and the apparatuses of the other crew at the scene. Then, the personnel and vehicle information from the apparatus's roster populates the apparatus's fields.
			Scheduling and personnel management can be managed with our operations management solution, Slate. Slate meets the needs of all sizes of departments and agencies. Slate will optimize and streamline your operations and can also be integrated with Elite for seamless, bidirectional updates. We have implemented clients that have scheduled administrative, operations, seasonal, dispatch and public safety personnel without an issue. Slate's shift patterns accommodate all types of schedules from fixed to rotational.

102	Data analytics to inform staffing, deployment, station location, budget, and other	ด Yes ೧ No	Continuum: Continuum offers domain- and topic-specific dashboards
	management decisions.		related to patient documentation, patient
			population, and dispatch- related data. These
			dashboards help inform staffing, deployment, station location, and other considerations. Continuum
			delivers predefined analytics built using industry- wide best practices,
			transforming your data into meaningful graphics for informed decision-making.
			Elite and Report Writer: Within Elite, you can
			access Report Writer for standard reports and reporting tools. Report Writer is a proprietary tool
			with pre-built reports that can be customized and saved as new.
			personalized reports. Ad hoc transactional reports are simple to build,
			including custom-built questions in the reportable fields.
			Data Mart: Data Mart provides clients with the ability to extend and
			expand their systems, giving them more control over their data. It offers a
			continuously updated instance of the Patient Registry solution reporting database(s) into the
			client's managed database environment. Data Mart is ideal for clients with
			technical staff and analysts looking to dive deeper into their data using their
			reporting, analysis, and business intelligence tools.

103	Incident/post-incident software	CAD, RMS for law enforcement, fire, and EMS	© Yes ○ No	ImageTrend's solutions do not provide an RMS for law enforcement agencies. However, Elite for Fire and Elite for Rescue offer fire RMS capabilities, while Elite for EMS and Elite for Rescue provide EMS RMS capabilities. Key Features NFIRS Compliance: Ensures incident documentation meets standards. NEMSIS Reporting: Meets county and state standards. Incident Reporting: Customizable fields and validation rules. Occupancy and Inspections. Permits and Invoices: Tracks various permits. Asset Management: Manages equipment from acquisition to end-of-service. Billing and Accounting: Automates billing and NEMSIS files. Personnel Management: Efficiently manages personnel information. Training and Quality Management: Tracks training events and quality assurance. Reports and Analytics: Offers extensive reporting capabilities.
104		Electronic Patient Care Reporting (ePCR) and data transfer to hospitals	© Yes C No	HIH enables an automated bi-directional exchange of patient data connecting EMS with hospital EMRs, specialty registries, and HIEs; providing key clinical, insurance, and outcome data where it's needed most. HIH delivers the transactional efficiency by automatically sending pre-hospital information to the hospital's ED and/or EMR systems so EMS ePCR data is attached to a patient's medication record and available to all care provides. HIH allows the ultimate goal of improved patient outcomes to be realized through continuous quality improvement and interoperability. The information exchange between hospitals and EMS agencies includes discharge outcomes, demographic information, and more which leads to high quality reporting.

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105		€ No	ImageTrend's proposed solutions do not meet this requirement.	*
106	E-citation systems	€ No	ImageTrend's proposed solutions do not meet this requirement.	*
107	Law enforcement case management	€ No	ImageTrend's proposed solutions do not meet this requirement.	*

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - Pricing ImageTrend-Pricing-Sourcewell.xlsx Tuesday March 04, 2025 11:38:24
 - Financial Strength and Stability ImageTrend Financial Statements.zip Tuesday March 04, 2025 11:41:18
 - Marketing Plan/Samples ImageTrend-RFP 030425-Marketing Plan.pdf Tuesday March 04, 2025 11:36:51
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Standard Transaction Document Samples (optional)
 - Requested Exceptions ImageTrend-RFP 030425-Exceptions.pdf Tuesday March 04, 2025 11:39:57
 - Upload Additional Document ImageTrend-RFP_030425-Public_Safety Software.pdf Tuesday March 04, 2025 11:43:13

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
- 3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer: or
 - (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
- 5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
- 6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
- 7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 8. Proposer its employees, agents, and subcontractors are not:
 - 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
 - 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
 - 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.
- By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. Sherri Leflay, Director of Legal Operations, ImageTrend, LLC

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

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

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

I have reviewed the below addendum and attachments (if applicable)	Pages
⋈	4
₽	2
⋈	2
M	2
▽	2
⋈	4
₽	2
Į ⊘	2
₩	2
M	3
V	1
M	1
	below addendum and attachments (if applicable)