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MASTER AGREEMENT #061726
CATEGORY: Enterprise Artificial Intelligence: Platforms, Services, and Integrated Delivery
SUPPLIER: LEO Technologies, LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and LEO Technologies, LLC 1515 S. Capital of Texas Hwy., Suite 220, Austin, TX 78746 (Supplier).

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

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

Article I:
General Terms

The General Terms in this Article I 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 II), and between Supplier and Participating Entity (Article III), respectively. These Article I 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.

A. **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.

B. **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.

C. **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 and respective funding source restrictions. Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing Sourcewell's Cooperative Purchasing Program Master Agreements.

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

D. **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

E. **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is ten (10) years from the effective date with no extensions. The Agreement expires at 11:59 P.M. Central Time on November 11, 2036, unless it is cancelled or extended as defined in this Agreement.

1. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions beyond the ten-year term as required under exceptional circumstances and mutual agreement.

F. **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.

G. **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #061726 ("RFP") to Participating Entities. In Scope solutions include:

Lot 1: AI products and platforms, including but not limited to:
- AI platforms and infrastructure
- Intelligent automation platforms and agentic AI

Lot 2: AI Professional Services, including but not limited to:
- AI Strategy, governance, and enterprise transformation
- AI-enabled managed services
- AI software development and engineering

Lot 3: Integrated AI Delivery

H. **Included Solutions.** Supplier's Proposal to Lot 1 of 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.

I. **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

J. **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.

K. **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.

L. **Open Market.** Supplier's open market pricing process is included within its Proposal.

M. **Supplier Representations:**

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

1. **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.

2. **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.

3. **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.

N. **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.

O. **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.

P. **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).**

1. Sourcewell issued the RFP for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entities. Sourcewell did not issue the RFP or award any master agreement under a federal award. Participating Entities are responsible for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements.

2. Participating Entities that are Recipients or Subrecipients of 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. The terms and conditions of Attachment 1 apply when a Participating Entity accesses Supplier's Included Solutions using FEMA funding sources and to other federal funding sources, as applicable. Participating Entities may have additional requirements based on specific funding source terms or conditions. Participating Entities will be responsible for notifying suppliers of any applicable requirements and compliance obligations (including any applicable domestic preference requirements) in resulting transaction documents.

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

- All references to “recipient,” “non-federal entity,” or “subrecipient” should be interpreted to mean the Participating Entity accessing Included Solutions under this Agreement;
- All references to “supplier” or “contractor” should be interpreted to mean the Supplier;
- All references to “subcontractor” should be interpreted to mean subcontractors of Supplier offering the Included Solutions;
- None of the references should be interpreted as reference to Sourcewell; and
- None of the terms or conditions within this Section should be interpreted to obligate Sourcewell in any way.

Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity’s compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing this Master Agreement.

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). 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

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

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.

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.

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.

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.

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).

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

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

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.

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.

BUY AMERICAN PROVISIONS COMPLIANCE. Sourcewell issues solicitations for indefinite quantity cooperative purchasing master agreements which are made available to eligible public agencies. Sourcewell does not issue its solicitations or award its master agreements under any federal award, or specifically under any federal procurement standards related to Buy American or domestic preference. When utilizing federal funding, non-federal entities maintain responsibility for compliance with any specific requirements of the funding award including Buy American. Agencies should specifically verify whether the prospective purchasing implicates Buy American or other domestic preference requirements prior to executing any transaction document with suppliers. When domestic preference requirements are applicable, purchasing agencies must notify suppliers of requirements and either apply the appropriate preferences or secure an appropriate exemption and properly document the process prior to completing a purchase. 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.

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.

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.

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.

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

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

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.

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.

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.

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.

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.

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.

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. Participating Entities will be responsible for notifying suppliers of any applicable requirements and compliance obligations (including any applicable domestic preference requirements) in resulting transaction documents.

Article II:
Sourcewell and Supplier Obligations

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

A. **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.

B. **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:

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

- 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.

C. **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.

D. **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.

E. **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.

F. **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;

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

- 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;

G. **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.

H. **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.

I. **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.

J. **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.

K. **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.

L. **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

M. **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.

N. **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.

O. **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.

P. **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.

Q. **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

R. **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.

S. **Grant of License.**

1. **During the term of this Agreement:**

   a. **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.

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

2. **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

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

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.

3. **Use; Quality Control.**

   a. 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.

   b. 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.

4. **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.

T. **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 within any transaction documents.

U. **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.

V. **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:

1. **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

- $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

2. **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish 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, Staples, MN 56479 or provided 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.

3. **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.

4. **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.

5. **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.

W. **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.

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

Article III:
Supplier Obligations to Participating Entities

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

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

A. **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote. 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.

B. **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. Participating Entities are encouraged to establish flexibility delivery schedules whenever possible.

C. **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.

D. **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.

E. **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.

F. **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

G. **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.

H. **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	LEO Technologies LLC
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Dan Jackson E9E830A558614E3...
By: _____	By: _____
Jeremy Schwartz	Dan Jackson
Title: Chief Procurement Officer	Title: Chief Administrative Officer
Date: 11/9/2026 | 12:38 PM CST	Date: 11/9/2026 | 12:05 PM CST

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

ATTACHMENT 1

PROVISIONS FOR PARTICIPATING ENTITIES' PROCUREMENTS UNDER UNITED STATES FEDERAL GRANT-FUNDED AWARDS AND FEMA AWARDS

Sourcewell's Cooperative Purchasing Program Master Agreements are available to Participating Entities. A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction and respective funding source restrictions. Participating Entities that are Recipients or Subrecipients of United States federal grant or other federal funding, including through the Federal Emergency Management Agency (FEMA), to purchase solutions from the Master 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. Accordingly, Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing the Master Agreement.

Within this Attachment:

- All references to "federal" should be interpreted to mean the United States federal government. All references to "recipient," "non-federal entity," or "subrecipient" should be interpreted to mean the Participating Entity accessing the Master Agreement;
- All references to "supplier" or "contractor" should be interpreted to mean the Supplier;
- All references to "subcontractor" should be interpreted to mean subcontractors of Supplier offering the solutions under the Master Agreement;
- None of the references should be interpreted as reference to Sourcewell; and
- None of the terms or conditions within this Attachment should be interpreted to obligate Sourcewell in any way.

The following terms and conditions apply when a Participating Entity accesses Supplier's solutions under the Master Agreement using United States federal funding sources.

A. **Davis-Bacon Act, As Amended (40 U.C.S. § 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, Suppliers 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, Suppliers 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

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

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, "Suppliers 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 Supplier 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 be in compliance with all applicable Davis-Bacon Act provisions.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

B. **Copeland "Anit-Kickback" Act.**

1. **Supplier**. The Supplier shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

2. **Subcontracts**. The Supplier or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Supplier shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. **Breach**. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Supplier and subcontractor as provided in 29 C.F.R. § 5.12.

C. **Contract Work Hours And Safety Standards Act (40 U.S.C. § 3701-3708).**

1. **Overtime requirements.** No Supplier or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages**. In the event **of any violation of the** clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5) the Supplier and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Supplier and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5), in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5).

3. **Withholding for unpaid wages and liquidated damages**. The grant recipient or sub-recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Supplier or subcontractor under any such contract or any other federal contract with the same prime Supplier, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Supplier, such sums as may be determined to be necessary to satisfy any liabilities of such Supplier or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section (29 C.F.R. §5.5).

4. **Subcontracts**. The Supplier or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section (29 C.F.R. §5.5) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Supplier shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section (29 C.F.R. §5.5).
Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

D. **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 any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

E. **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).

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

F. **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.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

G. **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).**
Suppliers who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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. Each tier shall also 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 recipient who in turn will forward the certification(s) to the federal awarding agency.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

If applicable, Suppliers must sign and submit the following certification to the NFE with each bid or offer exceeding $100,000:

"APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Supplier,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Supplier understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Supplier's Authorized Official

_____

Name and Title of Supplier's Authorized Official

_____

Date

H. **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.

I. **Energy Policy And Conservation Act Compliance.**
To the extent applicable, Supplier must comply with the mandatory standards and policies relating to

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **Buy American Provisions Compliance.**
Sourcewell issued the solicitation for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entity. Sourcewell did not issue this solicitation or award any master agreement under a federal award. Responsibility for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements is that the Participating Entity. Compliance with all applicable federal, state, and local requirements, including those related to federal awards, is the responsibility of the Participating Entity.

Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote. 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.

K. **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 Contract 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. (For FEMA funded projects see paragraph X.)

L. **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 Suppliers 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.

M. **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. (For FEMA funded projects see paragraph X.)

N. **No Obligation** by **Federal Government.**
The U.S. federal government is not a party to this Contract 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 Contract or any purchase by an authorized user.

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

O. **Program Fraud and False or Fraudulent Statements or Related Acts.**
The Supplier acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **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**.**

Q. **Conflicts Of Interest.**
The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract 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.

R. **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.

S. **Prohibition On Certain Telecommunications** a**nd Video Surveillance Services** o**r Equipment.**
To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216. (For FEMA funded projects see paragraph X.)

T. **Domestic Preferences** f**or Procurements.**
To the extent applicable, Supplier certifies that during the term of this Contract, and any underlying contracts with Participating Entities, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

U. **Build America, Buy America Act (BABAA).**
Sourcewell issued the solicitation for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entity. Sourcewell did not issue this solicitation or award any master agreement under a federal award. Responsibility for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements is that the Participating Entity. Compliance with all applicable federal, state, and local requirements, including those related to federal awards, is the responsibility of the Participating Entity.

Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to (insert name of recipient/subrecipient) with each bid or offer for an

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

infrastructure project, unless a domestic preference requirement is waived by the federal awarding agency. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the federal awarding agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to the federal awarding agency.

V. **Partnerships with Faith-Based and Neighborhood Organizations (Executive Order 14015, Feb. 14, 2021; Federal Register, Vol. 89, No. 43).**

A faith-based organization that participates in this program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

A faith-based organization may not use direct Federal financial assistance from Participating Entity and/or the federal government to support or engage in any explicitly religious activities except when consistent with the Establishment Clause and any other applicable requirements. An organization, business, non-profit organization, partnership, limited liability corporation or partnership, corporation, individual, or other entity receiving Federal financial assistance also may not, in providing services funded by Participating Entity and/or the federal government, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

All organizations receiving federal money through Participating Entity to provide social services shall provide the following notice, in substance, to beneficiaries of the protections listed herein:

> "Name of Organization:
> Name of Program:
> Contact Information for Federal Grant Program Office (name, phone number, and email address, if appropriate):
>
> Because this program is supported in whole or in part by financial assistance from the Federal Government, we are required to let you know that:
>
> - We may not discriminate against you on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;
>
> - We may not require you to attend or participate in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) that may be offered by our organization, and any participation by you in such activities must be purely voluntary;

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

- We must separate in time or location any privately funded explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) from activities supported with direct Federal financial assistance

- You may report violations of these protections, including any denials of services or benefits by an organization, by contacting or filing a written complaint with the grant program office using the contact information set forth above; and

- If you would like to seek information about whether there are any other federally funded organizations that provide these kinds of services in our area, please use the contact information set forth above.

This written notice must be given to you before you enroll in the program or receive services from the program, unless the nature of the service provided or exigent circumstances make it impracticable to provide the actual service. In such an instance, this notice must be given to you at the earliest available opportunity."

W. **Additional FEMA Recommended Provisions:**

1. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (3) of this clause applies, the contractor and its **subcontractors** may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(a) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

(b) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(c) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(d) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

i. This clause does not prohibit Suppliers from providing—

(a) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

(a) Covered telecommunications equipment or services that:

(1) Are not used as a substantial or essential component of any system; and

(2) Are not used as critical technology of any system.

(b) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

i. In the event the Supplier identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Supplier is notified of such by a subcontractor at any tier or by any other source, the Supplier shall report the information in paragraph d.ii. of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

reporting the information.

ii. The **Supplier** shall report the following information pursuant to paragraph d.i of this clause:

(a) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(b) Within 10 business days of submitting the information in paragraph d.ii.(b) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Supplier shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

2. **Subcontracts.** The Supplier shall insert the substance of this clause, including this paragraph, in all subcontracts and other contractual instruments.

a. **Access to Records.** The Supplier agrees to provide (insert name of participating entity), (insert name of pass- through entity, if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Supplier which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

i. The Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

ii. The Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

b. **DHS Seal, Logo, and Flags.** The Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Supplier shall include this provision in any subcontracts.

c. **Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

d. **Copyright and Data Rights.**
License and Delivery of Works Subject to Copyright and Data Rights.

The Supplier grants to the (insert name of participating entity), a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Supplier will identify such data and grant to the (insert name of participating entity) or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Supplier will deliver to the (insert name of participating entity) data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of participating entity).

e. **Build America, Buy America Act (BABAA) for Architectural and/or Engineering Contracts**
Build America, Buy America Act Preference.

Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117- 58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

RFP 061726 - Enterprise Artificial Intelligence: Platforms, Services, and Integrated Delivery

Vendor Details

Company Name:	LEO Technologies, LLC
Address:	1515 S. Capital of Texas Hwy. Suite 220 Austin, Texas 78746
Contact:	John Prelip
Email:	john.prelip@leotechnologies.com
Phone:	512-702-0159
HST#:	83-4506257

Submission Details

Created On:	Wednesday April 29, 2026 10:41:52
Submitted On:	Wednesday June 17, 2026 12:02:13
Submitted By:	John Prelip
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Transaction #:	267fba23-7c67-4dcf-915d-775be6156194
Submitter's IP Address:	10.13.0.11

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Specifications

Responsiveness Criteria

Demonstrated Experience at Enterprise Scale

As described in Section II of this RFP, each Proposer must select **one Primary Lot** in which to submit a proposal: **Lot 1, Lot 2, or Lot 3**. The selected Lot is determined by the Proposer and should reflect how the Proposer primarily delivers value to Participating Entities.

To be deemed responsive, a Proposer must provide sufficient evidence of enterprise-scale experience delivering artificial intelligence solutions in a qualifying highly regulated industry, consistent with the requirements of the Lot for which the proposal is submitted.

For purposes of this RFP, **highly regulated industries** are sectors subject to significant government oversight, compliance requirements, and legal or regulatory standards intended to promote safety, security, accountability, and ethical practices.

Whether an industry qualifies as highly regulated for the purposes of this RFP will be determined at the sole discretion of the evaluation team. Examples of such industries include, but are not limited to:

- Banking and financial services
- Insurance
- Healthcare and public health
- Federal, state, local, or tribal government
- K–12 education and higher education
- Public safety and criminal justice
- Public transportation and transit authorities
- Utilities and energy, where government-operated or regulated
- Defense and national security

The scale thresholds below serve as benchmarks for enterprise-scale engagements within qualifying highly regulated industries.

Lot 1 — AI Products and Platforms

The Proposer must demonstrate:

- At least **three (3) production deployments** that were active or completed within the **twenty-four (24) months** preceding the proposal submission deadline;
- Each deployment must support ongoing operational use by an **external client organization** in a qualifying highly regulated industry;
- At least **one (1)** of the three deployments must have a contract or engagement value of approximately **$50,000 or more**; and
- No more than **one (1)** deployment may be from the same client organization.

For purposes of this solicitation, a **production deployment** is a live, operational implementation that supports real-world business, programmatic, or mission functions and includes defined users, workflows, and measurable outputs. **Pilot projects, proofs of concept, and limited-scope demonstrations do not satisfy this requirement.**

Lot 2 — AI Professional Services

The Proposer must demonstrate:

- At least **one (1) external client** in a qualifying highly regulated industry;
- A total contract or engagement value for that client of approximately **$200,000 or more**; and
- The contract or engagement must have been active within the **twelve (12) months** preceding the proposal submission deadline.

Lot 3 — Integrated AI Delivery

The Proposer must demonstrate:

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

- At least **one (1) external client** in a qualifying highly regulated industry;
- A total contract or engagement value for that client of approximately **$400,000 or more**; and
- The contract or engagement must have been active within the **twelve (12) months** preceding the proposal submission deadline.

Proposers must complete the corresponding Demonstrated Experience table for the selected Primary Lot (Lot 1, Lot 2, or Lot 3) below and meet the thresholds outlined above to be considered responsive to this RFP.

	Lot Choice *	
Indicate the single, Primary Lot to which you are responding and complete the following corresponding table.	Lot 1: AI Products & Platforms	*

Lot 1 Demonstrated Experience - AI Products & Platforms

If responding to Lot 1, Proposers must provide details for all three (3) production deployments below and meet the requirements established under the previous "Responsiveness Criteria" section. Enter "N/A" if not responding to this Lot.

Experience Type	**Experience Details**	**Response (answer N/A if not responding to Lot 1)** *	
Production Deployment 1		Georgia Department of Corrections: Enterprise-wide deployment of the Verus AI investigative intelligence platform across the Georgia Department of Corrections, providing near-real-time transcription, translation, and AI-driven analytics on authorized inmate communications across all state-operated prison facilities. Coverage and lifetime impact (as of May 31, 2026): • Coverage: Enterprise deployment across all state-operated prisons • Calls analyzed: 136,496,962 • Communications processed: 565,874,775 minutes • Total users: 199 (as of June 16, 2026) • Actionable reports generated by LEO Technologies Account Managers and Verus Specialists: 8,319, including (as of June 8, 2026): • Homicide-related events identified, prevented, or disrupted: 470 • Gang activity flagged: 660 • Drug activity and contraband trafficking: 507 • Suicide and self-harm risk indicators: 471 • Escape attempts and escape planning: 89 • Confessions surfaced: 75	
	Provide the following information for Production Deployment 1: • Client or organization name; • Type of qualifying industry; • Period of performance; and • Total contract or engagement value.	Client or organization name: Georgia Department of Corrections (GDC) Type of qualifying industry: State government — public safety and criminal justice Period of performance: April 1, 2021 – March 31, 2027 (Contract No. 46700-009-GDC0000464SS, as extended by Amendment 7 executed March 27, 2026); active and ongoing. The current contract reflects a continuous five-plus-year relationship sustained across seven amendments, demonstrating long-term agency satisfaction with Verus. Total contract or engagement value: Initial sole-source contract actions of $340,000 each awarded in September and December 2020, followed by an	*

		approximately $30 million sole-source award in May 2021 — all publicly recorded by GDC — plus continued annual renewal funding through the current March 31, 2027 term.	
	Provide the platform or product name, and briefly describe its purpose and capabilities.	Platform: Verus — LEO Technologies' proprietary, cloud-native AI investigative intelligence platform. LEO Technologies provides Verus to the Georgia Department of Corrections under Contract No. 46700-009-GDC0000464SS with a period of performance from 04/01/2021 to 03/31/2027 (extended via Amendment 7 executed March 27, 2026), following an initial pilot that began in March 2020. Verus is now deployed enterprise-wide and supports monitoring of authorized inmate communications across Georgia's state-operated prison facilities, including a large gang and organized crime population. This operational deployment supports detection and triage of threats of violence or harm, escape and mass disturbance planning, contraband trafficking, criminal coordination, gangs and extortion activity, staff targeting and corruption indicators, and other high-risk communications requiring analyst review and, where appropriate, referral for investigator follow-on. In Georgia, Verus ingests and processes authorized inmate communications in near real time, including AI-driven transcription of audio communications and automated language detection and translation of non-English content. Each communication is indexed for rapid search and investigative retrieval. Investigators operationalize detection through Continuous Monitors — persistent, always-on keyword/phrase monitors that run 24/7 in the background and flag captured terms for review — supporting time-sensitive intelligence without requiring users to be actively logged into the platform. As Georgia expanded from the pilot to enterprise-wide monitoring, Verus scaled with increasing data volume through AWS-based elastic capacity planning and infrastructure monitoring, enabling the Department to add facilities and increase throughput without disrupting service. Verus further supports Georgia's intelligence operations through configurable linguistic and analytic features designed for correctional environments, including semantic analysis to identify contextual meaning beyond literal keyword matches; AI-assisted search to suggest related terms, slang, and misspellings to reduce missed detections; Lexicon capabilities to organize inmate language into investigative themes (e.g., gangs, drugs, violence, extremism indicators); and pattern-based analytics to surface emerging behaviors and coordination trends. Verus also supports translation workflows, including automated language detection and translation output for non-English communications, enabling analysts to triage and act on communications that would otherwise be delayed or not actionable.	*
	Describe your organization's specific role and confirm that your organization held primary accountability for the overall solution. If subcontractors were	LEO Technologies served as the sole prime and held primary accountability for the entire Verus solution at the Georgia Department of Corrections, including platform delivery, integration with GDC's authorized inmate communications systems, security and compliance, training of all 199 statewide users, ongoing operational support, and outcomes. No subcontractors were used to deliver Verus to GDC. Verus is delivered as a single-tenant SaaS application that runs on Amazon Web Services (AWS) commercial cloud infrastructure and is consumed by	*

	used, describe their roles and explain how accountability was structured and governed.	LEO Technologies under standard commercial cloud services terms. AWS is the underlying infrastructure-as-a-service provider; it does not perform work on behalf of LEO Technologies' customers and is not a subcontractor to the GDC engagement. LEO Technologies owns and operates the Verus application layer, security configuration, model lifecycle, integrations with the agency's communications systems, customer-facing service delivery, and all program management responsibilities. Day-to-day support is delivered by a dedicated LEO Technologies Account Manager and a Verus Specialist assigned to the GDC account, with 24/7 escalation support provided by LEO Technologies personnel. GDC retains full ownership and control of all data processed by the platform at all times.	
Production Deployment 2		Multi-agency, multi-jurisdictional deployment of the Verus AI investigative intelligence platform supporting the Texas Anti-Gang (TAG) Centers and participating law enforcement partners across 54 Texas counties, including the Houston, Dallas, and El Paso metropolitan regions. Coverage and lifetime impact (as of May 31, 2026): • Coverage: Statewide TAG Centers and surrounding counties (54 Texas counties) • Calls analyzed: 370,634,121 • Communications processed: 1,543,688,858 minutes • Total users: 8,020 (as of June 16, 2026) • Actionable reports generated by LEO Technologies Account Managers and Verus Specialists: 11,623, including (as of June 8, 2026): • Homicide-related events identified, prevented, or disrupted: 1,347 • Confessions surfaced: 2,259 • Drug activity and contraband trafficking: 1,486 • Gang activity flagged: 553 • Suicide and self-harm risk indicators: 553 • Escape attempts and escape planning: 50	
	Provide the following information for Production Deployment 2: • Client or organization name; • Type of qualifying industry; • Period of performance; and • Total contract or engagement value.	Client or organization name: Harris County Sheriff's Office/Texas Anti-Gang (TAG) Centers, supporting state and local law enforcement task forces statewide. Type of qualifying industry: State and local government — public safety and criminal justice Period of performance: September 2022 – September 26, 2027 (initial deployment at the Houston TAG Center, expanded statewide through the First Amendment of October 31, 2023, and renewed and extended through the Second Amendment executed November 20, 2025); active and ongoing Total contract or engagement value: Approximately $93 million combined across publicly recorded contract actions, comprising: • $10,800,000 Harris County Sheriff's Office original purchase order (November 2022) • $33,203,863 expansion authorized by the Texas Governor's Office (October 2023, First Amendment) extending Verus coverage to all TAG Centers and surrounding counties • $49,000,000 appropriated under the Second Amendment (November 20, 2025), covering the renewal term through September 26, 2027 — $24.5 million for the 2025-2026 grant cycle and $24.5 million for the 2026-2027	*

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

		grant cycle	
	Provide the platform or product name, and briefly describe its purpose and capabilities.	Platform: Verus — LEO Technologies' proprietary, cloud-native AI investigative intelligence platform, deployed as a single-tenant SaaS environment to ensure logical data segregation across participating agencies. LEO Technologies' support to the Texas Anti-Gang Centers (TAG) began in September 2022 with an initial $10.8 million purchase order from the Harris County Sheriff's Office at the Houston TAG Center. The relationship expanded through the First Amendment of October 31, 2023, which appropriated $33,203,863 in additional funds authorized by the Texas Governor's Office to extend Verus coverage to all TAG Centers and surrounding counties across the state. Most recently, the Second Amendment, executed on November 20, 2025, renewed and extended the engagement through September 26, 2027, and appropriated an additional $49 million in grant funding across the 2025-2026 and 2026-2027 grant cycles. Today, Verus supports multi-agency task forces operating across 54 counties and major metropolitan regions, including Houston, Dallas, and El Paso, serving as an intelligence-gathering and operational support capability for TAG investigators and participating law enforcement partners. Across Texas TAG operations, Verus supports monitoring of authorized inmate communications originating from county jails and municipal custodial facilities and provides AI-driven transcription, analysis, and translation in near real time. Communications are indexed at the word level to enable rapid investigative retrieval, and investigators leverage Continuous Monitors — persistent keyword and phrase monitors running 24/7 — to flag captured terms for review and deliver time-sensitive notifications to designated stakeholders. LEO Technologies also provides operational support beyond the platform itself, including daily intelligence reporting, targeted alerts, and responsive customer service to help TAG personnel proactively detect and respond to gang-related activity, contraband trafficking, and coordinated acts of violence tied to custodial communications. As participating facilities and population volumes fluctuate, Verus scales elastically within AWS to maintain performance and throughput without disrupting end users or changing the user interface as additional locations and agencies are added. Verus is configured to support TAG's multi-jurisdictional operating model by enabling controlled access for authorized federal, state, and local partners while maintaining data segregation and security. Verus is delivered as a single-tenant SaaS environment to keep each participating agency's data logically separated, and web-based access controls (e.g., approved-site IP allowlisting/whitelisting) support secure access for participating entities such as the Texas Department of Public Safety, county sheriff's offices, district attorney's offices, and federal task force partners. LEO Technologies collaborates closely with TAG investigators to tailor monitors, alerting, and analytic workflows to each region's operational needs and participating agencies' priorities, strengthening operational awareness and coordination across a wide geographic area.	*
	Describe your organization’s specific role and	LEO Technologies served as the sole prime and held primary accountability for the entire Verus solution supporting the Texas Anti-Gang Centers, including platform delivery, multi-jurisdictional integration, security and	*

	confirm that your organization held primary accountability for the overall solution. If subcontractors were used, describe their roles and explain how accountability was structured and governed.	compliance, training and onboarding of more than 7,900 end users across participating agencies, daily intelligence reporting, and ongoing operational support. No subcontractors were used to deliver Verus to TAG. Verus is delivered as a single-tenant SaaS application that runs on Amazon Web Services (AWS) commercial cloud infrastructure and is consumed by LEO Technologies under standard commercial cloud services terms. AWS is the underlying infrastructure-as-a-service provider; it does not perform work on behalf of LEO Technologies' customers and is not a subcontractor to the TAG engagement. LEO Technologies owns and operates the Verus application layer, security configuration, model lifecycle, integrations with each participating agency's authorized inmate communications systems, customer-facing service delivery, and all program management responsibilities. A dedicated LEO Technologies Account Manager and Verus Specialist team — including staff based at the LEO Technologies Huntsville, TX office, co-located with TDCJ headquarters — provides direct, on-the-ground support to TAG investigators across all participating counties. Each participating agency retains full ownership and control of its data at all times.	
Production Deployment 3		Texas Department of Criminal Justice: Enterprise-wide deployment of the Verus AI investigative intelligence platform across the Texas Department of Criminal Justice — the nation's largest state correctional system — providing near-real-time transcription, translation, and AI-driven analytics on authorized inmate communications statewide. Coverage and lifetime impact (as of May 31, 2026): • Coverage: Statewide enterprise deployment across the TDCJ system • Calls analyzed: 249,257,504 • Communications processed: 1,356,995,888 minutes • Total users: 740 (as of June 16, 2026) • Actionable reports generated by LEO Technologies Account Managers and Verus Specialists: 2,614, including: • Drug activity and contraband trafficking: 520 • Suicide and self-harm risk indicators: 341 • Gang activity flagged: 180 • Confessions surfaced: 157 • Homicide-related events identified, prevented, or disrupted: 33 • Escape attempts and escape planning: 27	
	Provide the following information for Production Deployment 3: • Client or organization name; • Type of qualifying industry; • Period of performance; and • Total contract or engagement value.	Client or organization name: Texas Department of Criminal Justice (TDCJ) Type of qualifying industry: State government — public safety and criminal justice Period of performance: Production service commenced July 2023 (initial purchase order) following an early proof-of-concept; enterprise-wide rollout approved January 2025; current contract extends through August 31, 2026; with a renewal extension in process to August 31, 2027; active and ongoing. Total contract or engagement value: Multi-year enterprise contract under Texas DIR cooperative purchasing; approximately $45 million.	*
	Provide the platform	Platform: Verus — LEO Technologies’ proprietary, cloud-native AI	*

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

	or product name, and briefly describe its purpose and capabilities.	investigative intelligence platform, deployed as a single-tenant SaaS environment to ensure agency data segregation. LEO Technologies has supported the Texas Department of Criminal Justice (TDCJ) through multiple contract actions for Verus software and supporting services, including the most recent contract, with a period of performance through 08/31/2026, with a renewal extension in process to 08/31/2027. TDCJ first engaged LEO Technologies in January 2023 through a proof-of-concept focused on operational correctional intelligence needs, including mental health risk indicators, contraband coordination, and facility safety. Following early success, TDCJ continued operational use while procurement actions were completed, issued a one-year purchase order, and renewed Verus after successful deployment. In January 2025, TDCJ approved an enterprise-wide rollout of Verus, expanding it across the system in alignment with TDCJ's mission priorities and operational direction. In Texas, Verus supports AI-driven transcription, analysis, and translation of authorized inmate communications originating from facility phone systems. Verus ingests, aggregates, processes, and analyzes communications in near real time, enabling each communication to be indexed for rapid search and investigative retrieval. Analysts operationalize detection through Continuous Monitors — persistent, always-on keyword/phrase monitors that run 24/7 in the background and flag captured terms for review. Notifications can be routed to designated stakeholders, enabling time-sensitive intelligence even when users are not actively logged in to the platform. This deployment supports correctional intelligence operations, including threats of violence or harm, contraband trafficking, criminal coordination, gang activity and extortion, escape and mass disturbance planning, staff targeting and corruption indicators, and other high-risk communications requiring review. Verus has scaled with fluctuations in inmate population and changes to monitored facilities without disruption to service through AWS-based rapid elasticity and capacity planning. As data volumes increased over time, LEO Technologies' DevOps team monitored performance and automated scaling to ensure sustained throughput with minimal downtime. Verus also supports TDCJ investigative workflows through configurable linguistic and analytic functions, including semantic analysis to identify contextual meaning beyond literal keyword matches; AI-assisted search to suggest related terms, slang, and misspellings; Lexicon capabilities to organize inmate language into investigative themes (e.g., gangs, drugs, violence, and extremism indicators when relevant); and pattern-based analytics to surface emerging behaviors and coordination trends. Verus is deployed as a single-tenant SaaS environment to ensure agency data segregation, and web-based access controls (e.g., IP allowlisting/whitelisting for approved sites) support secure statewide access by authorized personnel and, when permitted, partner agencies — while keeping data within the secure cloud environment.	
	Describe your organization's specific role and confirm that your organization held primary	LEO Technologies served as the sole prime and held primary accountability for the entire Verus solution at the Texas Department of Criminal Justice, including platform delivery, integration with TDCJ's authorized inmate communications systems, security and compliance, training of more than 700 statewide end users, ongoing operational support, and outcomes. No subcontractors were used to deliver Verus to TDCJ.	*

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

	accountability for the overall solution. If subcontractors were used, describe their roles and explain how accountability was structured and governed.	Verus is delivered as a single-tenant SaaS application that operates on Amazon Web Services (AWS) commercial cloud infrastructure, consumed by LEO Technologies under standard commercial cloud services terms. AWS is the underlying infrastructure-as-a-service provider; it does not perform work on behalf of LEO Technologies' customers and is not a subcontractor to the TDCJ engagement. LEO Technologies owns and operates the Verus application layer, security configuration, model lifecycle, integrations with TDCJ telecom providers, customer-facing service delivery, and all program management responsibilities. A dedicated LEO Technologies Director of TDCJ Operations and a team of Account Managers and Verus Specialists — based at the LEO Technologies Huntsville, TX office, co-located with TDCJ headquarters — provide direct, on-the-ground support to TDCJ investigative personnel statewide. TDCJ retains full ownership and control of all data processed by the platform at all times.	

Lot 2 Demonstrated Experience - AI Professional Services

To be deemed responsive under Lot 2, Proposers must meet the requirements established under the previous "Responsiveness Criteria" section. Enter "N/A" if not responding to this Lot.

Experience Details	**Response** *	
Provide the following project information: • Client or organization name; • Type of qualifying industry; • Period of performance; and • Total contract or engagement value.	N/A	*
Describe the professional services contract or engagement, including scope and key deliverables.	N/A	*
Describe your organization’s specific role and confirm that your organization held primary accountability for the overall solution. If subcontractors were used, describe their roles and explain how accountability was structured and governed.	N/A	*

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

Lot 3 Demonstrated Experience - Integrated AI Delivery

To be deemed responsive under Lot 3, Proposers must meet the requirements established under the previous "Responsiveness Criteria" section. Enter "N/A" if not responding to this Lot.

Experience Details	Response *	
Provide the following project information: • Client or organization name; • Type of qualifying industry; • Period of performance; and • Total contract or engagement value.	N/A	*
Describe the integrated AI solution provided, including key components and scope.	N/A	*
Describe your organization's specific role and confirm that your organization held primary accountability for the overall solution. If subcontractors were used, describe their roles and explain how accountability was structured and governed.	N/A	*

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Provide a concise response to each question. Do not attach additional documents to your response without providing a substantive response within the Specification Tables; attachments should be SUPPLEMENTAL to your answers. Do not leave answers blank; respond "N/A" if the question does not apply to your organization and include an explanation why it does not apply.

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, DBA, 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. Entities that have not been awarded will not be added to an existing master agreement through the affiliation of the Proposer's corporate organization.

#	Question	Response *	
1	Provide the legal entity name of the Proposer authorized to submit this Proposal.	LEO Technologies, LLC	*
2	In the event of award, is the entity named in Line Item 1, the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, DBA, authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal.	N/A. LEO Technologies, LLC is the sole Proposer and the sole Responsible Supplier under any resulting master agreement. There are no subsidiaries, DBAs, authorized affiliates, or other entities that will be responsible for offering or performing delivery of Solutions within this Proposal.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 94YB1 Unique Entity Identifier (UEI / SAM):	*

		U8NUXN8CJ7W4	
5	Provide your NAICS code applicable to Solutions proposed.	541519 — Other Computer Related Services	
6	Proposer Physical Address:	1515 S. Capital of Texas Hwy., Suite 220 Austin, Texas 78746	*
7	Proposer website address (or addresses):	https://leotechnologies.com/	*
8	Identify the Proposer's Authorized Representative, include name, title, address, email address, and phone number. The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer.	Dan Jackson, Chief Administrative Officer LEO Technologies, LLC 1515 S. Capital of Texas Hwy., Suite 220, Austin, TX 78746 Email: Dan.Jackson@leotechnologies.com Phone: (512) 702-5223	*
9	Identify the Proposer's primary contact for this proposal, include name, title, address, email address, and phone number:	John Prelip, Vice President of Administration LEO Technologies, LLC 1515 S. Capital of Texas Hwy., Suite 220, Austin, TX 78746 Email: John.Prelip@leotechnologies.com Phone: (512) 702-0159	*
10	Identify the Proposer’s other contacts for this proposal, if any, include name, title, address, email address, and phone number.	N/A. No other contacts for this proposal beyond the Authorized Representative (Line 8) and the primary contact (Line 9).	*

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

#	Question	Response *	
11	Provide a brief history of your company and industry longevity related to the requested Solutions.	LEO Technologies, LLC is an Austin, Texas-based technology company established in 2019 to support public safety, law enforcement, and correctional agencies with modern, AI-enabled investigative tools. LeoTech’s flagship solution, Verus, was purpose-built to transform authorized communications data into actionable intelligence through AI-driven transcription, translation, search, alerting, semantic analysis, configurable monitoring, auditability, and investigator workflows. LeoTech’s industry longevity is demonstrated through sustained production use of Verus in highly regulated public safety and criminal justice environments. Verus is deployed across multiple Departments of Correction, large county jail systems, and multi-jurisdictional law enforcement task forces, supporting agencies that require secure, scalable, and operationally reliable AI capabilities for sensitive communications analysis. As of June 8, 2026, Verus had processed more than 5.3 billion minutes across more than 1.2 billion calls, supporting 14,559 users across the LeoTech footprint, including 14 Departments of Correction, with completed sales in 11 U.S. states and active Verus Proof of Value Pilots in 8 additional states, 224 agencies, and 252 facilities.	*

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

		Since its establishment, LeoTech has built its business around both the Verus platform and the operational expertise required to deploy and sustain it in mission-critical environments. Our personnel include public safety, law enforcement, intelligence, corrections, technology, and customer support professionals who understand the operational realities of custodial and investigative environments. This combination of AI product maturity, correctional-market specialization, and sustained enterprise deployment experience positions LeoTech to support Sourcewell Participating Entities seeking proven AI products and platforms for sensitive public-sector use cases.	
12	Describe what specific outcomes or deliverables your company anticipates upon receiving an award from Sourcewell.	Upon award, LEO Technologies anticipates executing the Sourcewell Master Agreement and making Verus available to eligible Sourcewell Participating Entities as a competitively awarded AI product and platform under Lot 1. The principal outcome will be a cooperative purchasing pathway that enables public-sector agencies to procure Verus for authorized communications intelligence, including AI-driven transcription, translation, search, alerting, semantic analysis, configurable monitoring, auditability, and investigator workflows. LeoTech's post-award deliverables will include a Sourcewell-aligned ordering and pricing structure, customer-facing contract information, sales enablement materials, and internal training for sales, account management, implementation, and customer support personnel. LeoTech will incorporate the Sourcewell award into its public-sector sales process, marketing outreach, demonstrations, proof-of-concept discussions, and customer education efforts so eligible entities understand how to access the contract and evaluate Verus for their operational needs. For Participating Entities that procure Verus through Sourcewell, LeoTech anticipates delivering the Verus SaaS platform, implementation coordination, secure data integration with authorized communications sources, user onboarding, training, account management, technical support, and ongoing customer success activities. These deliverables are intended to help agencies move from contract award to operational use efficiently, with clear points of contact, structured onboarding, configurable agency workflows, and continued support throughout the customer lifecycle.	*
13	Provide non-confidential indicators that demonstrate your organization's financial strength and long-term stability. Acceptable examples include such items as: • Annual revenue range (select a range—do not provide confidential statements) • Years in business	LeoTech offers the following non-confidential indicators of financial strength and long-term stability: • Annual revenue range: $50 million to $100 million • Years in business: 7+ years (founded April 2019) • D&B D-U-N-S number: 111-752-6026 • D&B PAYDEX Score: 79 — Low Risk • D&B Delinquency Predictor Percentile: 97 — Low Risk • D&B Supplier Evaluation Risk Rating: 1 (Low Risk on a 1-9 scale) • D&B Viability Rating: 1 (Low Risk; "Robust Predictions") • D&B overall assessment: "Very stable condition" with "high likelihood of continued operations"	*

	• Publicly available SEC filings (if applicable) • Third party credit scores or ratings (e.g., D&B, bond ratings) • Letters of credit or financial backing from a banking institution Upload supporting documents (as applicable in the document upload section of your response). DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION. Refer to RFP Section VI. Subsection E. Disposition of Proposals.	• Trade payment behavior (24-month basis): 2 days beyond terms, 99% of trade within terms, 0 trade lines past due, 0 unfavorable comments, 0 placed in collections • Legal record: Zero judgments, liens, or suits • Publicly available SEC filings: Not applicable; LeoTech is a privately held company. LeoTech operates from a position of financial strength supported by long-term contracted revenue from federal, state, and local government customers. Active multi-year cooperative purchasing contracts include the GSA Multiple Award Schedule (47QTCA26D001H), three active Texas DIR cooperative contracts (DIR-CPO-5165, DIR-CPO-5293, DIR-CPO-6149), and the NPPGov contract (PS25210). LeoTech is in good financial standing and has no ongoing or completed bankruptcy proceedings within the past seven years.	
14	Describe your US market share for your proposed Solutions. OR Provide the number of US Education and Government entities you have served over the past three (3) years, along with the total number of states where you have made sales.	Over the past three years, LeoTech has served 224 U.S. government agencies through Verus, including federal, state, county, and local government customers. State customers include state Departments of Correction; county customers include sheriff's offices and county jail systems; local customers include law enforcement agencies and multi-jurisdictional public safety and anti-gang task forces. LeoTech has made completed sales in 11 U.S. states. An additional 8 states host active Verus Proof of Value Pilots and evaluations underway with state and local agencies considering purchase, reflecting an active expansion pipeline beyond the current closed-sale footprint. At the federal level, LeoTech holds a multi-year contract awarded by the United States Department of Justice, Federal Bureau of Prisons. This federal award extends Verus into one of the most security-sensitive operational environments in the federal government and complements LeoTech's established state, county, and local government footprint. LeoTech's U.S. customer base is concentrated in highly regulated public safety and criminal justice environments. Verus supports federal correctional operations, state correctional agencies, large county jail systems, and multi-agency law enforcement operations, including Departments of Correction, sheriff's offices, and anti-gang and intelligence task forces. LeoTech does not currently identify education-sector entities as a material portion of its Verus customer base for the proposed Solutions.	*
15	Describe your Canadian market share for your proposed Solutions. OR	LeoTech has not identified Canadian education or government entity sales for the proposed Solutions during the past three years.	*

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

	Provide the number of Canadian Education and Government entities you have served over the past three (3) years, along with the total number of provinces where you have made sales.		
16	Does your organization have any ongoing or completed bankruptcy proceedings, or have you been included as a possible Responsible Party within the past seven years? If yes, please explain. The proposer must provide notice in writing to Sourcewell if it enters bankruptcy proceedings at any time during the pendency of this RFP.	LEO Technologies has no ongoing or completed bankruptcy proceedings and has not been included as a possible Responsible Party within the past seven years. LEO Technologies acknowledges that it must provide written notice to Sourcewell if it enters bankruptcy proceedings at any time during the pendency of this RFP.	*
17	Does your organization have any current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years? If so, please explain. 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.	LEO Technologies has no current or past debarments or suspensions, and no included possible Responsible Party has had a current or past debarment or suspension within the past seven years. LEO Technologies acknowledges that it must provide written notice to Sourcewell if it enters a debarment or suspension status at any time during the pendency of this RFP evaluation.	*
18	Describe any relevant industry awards or achievements that your organization has received in the past three (3) years, including the year received.	LEO Technologies has earned the following industry recognitions, achievements, and operational milestones over the past three (3) years: • Federal Bureau of Prisons multi-year contract award (April 2026) — competitive multi-year award by the United States Department of Justice, Federal Bureau of Prisons, recognizing LEO Technologies' investigative intelligence capability at federal scale. • SOC 2 Type II — successful independent audit and continued certification (January 2026) — independently audited control environment maintained continuously since initial certification. • Texas TX-RAMP Level 1 certification (July 2025) — Texas Risk and Authorization Management Program Level 1 authorization, qualifying Verus for use by Texas state agencies operating with	*

		sensitive data. • Texas legislative recognition of the Lubbock Texas Anti-Gang (TAG) Center (July 2023) — Texas legislative resolution recognized the Lubbock TAG Center and the Metropolitan Special Crimes Unit for their use of the LEO Technologies Verus platform. Since the deployment, the unit has disseminated nearly 120 investigative leads, helping law enforcement obtain warrants and negotiate plea bargains in homicide cases, with work underway to integrate three additional counties.	
19	What percentage of your sales were to the government sector in the past three (3) years? This and the following line should not exceed 100%.	100%	*
20	What percentage of your sales were to the education sector in the past three (3) years? This and the previous line should not exceed 100%.	0%	*
21	List all state and cooperative purchasing agreements that you hold. Include the sales volume for each of these agreements over the past three (3) years.	LeoTech holds the following active state and cooperative purchasing agreements with three-year sales volume as indicated: • Texas Department of Information Resources (DIR) — three active cooperative purchasing contracts: DIR-CPO-5165, DIR-CPO-5293, and DIR-CPO-6149. Three-year sales volume across the three DIR contracts: approximately $107,823,371 • NPPGov — cooperative purchasing contract PS25210. Three-year sales volume: approximately $0.00 LeoTech administers each cooperative agreement under standard cooperative purchasing terms, including the applicable Administrative Fee remittance and sales reporting cadence required by each cooperative.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. Include the sales volume for each of these contracts over the past three (3) years.	LeoTech holds the following GSA contract: • U.S. General Services Administration Multiple Award Schedule (GSA MAS) — Contract 47QTCA26D001H, Special Item Number (SIN) 518210. The GSA MAS award is open to procurement by federal customers and, through the GSA Cooperative Purchasing Program (authorized under 40 U.S.C. § 502), by eligible state, local, tribal, and educational entities within the IT-related categories of the MAS schedule. The GSA MAS award is recent, and no invoiced sales have been recorded under the schedule to date. LeoTech will invoice eligible customer orders on a monthly cadence as they are placed against the schedule, with the standard 0.75% Industrial Funding Fee remitted to GSA on all completed GSA MAS sales. LeoTech's federal-market readiness is independently evidenced by its multi-year contract award from the U.S. Department of Justice, Federal Bureau of Prisons, which was awarded as a direct federal procurement and is reported separately from the GSA MAS	*

		schedule above. LeoTech does not hold any Canadian Standing Offers and Supply Arrangements (SOSA).	

Table 2B: References/Testimonials

Line Item 23. Supply reference information from three customers **who operate in highly regulated industries**.

Entity Name *	Contact Name *	Phone Number *	
Texas Department of Criminal Justice	Bobby Lumpkin, Executive Director	936-437-5732	*
Georgia Department of Corrections	Tyrone Oliver, Commissioner	678-720-7012	*
Florida Department of Corrections	Ricky Dixon, Secretary	850-567-7060	*

Table 3: Ability to Sell and Deliver Solutions (175 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

#	Question	Response *	
24	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	LEO Technologies, LLC is best described as a manufacturer and service provider. LEO Technologies is the developer, owner, and operator of the Verus AI investigative intelligence platform, which is offered as a single-tenant Software-as-a-Service (SaaS) subscription on Amazon Web Services (AWS) commercial cloud. All sales, customer success, and service personnel involved in delivering Verus to Participating Entities under any resulting Sourcewell master agreement are direct employees of LEO Technologies. The dedicated Account Manager, Verus Specialist, Technical Support Engineer, and Implementation team assigned to each Participating Entity engagement are LEO Technologies employees subject to LEO Technologies' hiring standards, security background-check requirements, and ongoing training program.	

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

	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?		
25	Describe your sales force, their locations (e.g., regions, territories), number of direct employees (full-time equivalents) involved in each sector (GOV/EDU), and overlap between sales and service, as it relates to the requested Solutions.	LEO Technologies operates a direct sales organization consisting of four full-time sales employees positioned across the nation, with the primary sales hub at the Austin, Texas corporate headquarters (1515 S. Capital of Texas Hwy., Suite 220). Additional sales personnel are positioned regionally and work directly with Participating Entities in their assigned territories. LEO Technologies' sales force focuses primarily on the public-sector government segment (federal, state, and local government, with particular concentration in corrections, law enforcement, and public safety). LEO Technologies' sales team is responsible for all pre-contract engagement with Participating Entities — including discovery conversations, demonstration delivery, scoping, and proposal generation. The sales team is distinct from the Account Manager and Verus Specialist team described in Line Item 27, which assumes the customer relationship at the point of order placement and continues through implementation and ongoing service. A structured handoff between the sales team and Account Management at order placement gives the Participating Entity a clear single point of contact at every stage of the engagement.	*
26	Describe your network of Authorized Sellers who will deliver Solutions, including the number and locations of dealers, distributors, resellers, and other distribution methods, as it relates to the requested Solutions.	LEO Technologies' sales are primarily direct, with the Verus platform sold, implemented, and supported by LEO Technologies direct employees. LEO Technologies serves as the single accountable party for the sale, implementation, and ongoing service of the platform in every engagement. LEO Technologies also maintains Authorized Reseller relationships with Carahsoft, SHI, CDW-G, and Circinus. These authorized resellers operate nationally and provide Participating Entities with optional procurement and contracting vehicles familiar to many public-sector buyers. Regardless of whether a Participating Entity transacts directly with LEO Technologies or through one of these authorized resellers, LEO Technologies remains the single accountable party for technical delivery, security and compliance, ongoing service, and operational outcomes of the Verus deployment. The Authorized Reseller relationship does not introduce an intermediary layer between the Participating Entity and LEO Technologies for any aspect of the Verus solution. Letters of Authorization or equivalent reseller documentation are available upon request.	*
27	Describe your service force, their locations (e.g., regions, territories), number of direct employees (full-	LEO Technologies' service force is composed of four primary customer-facing roles operating from the Austin, Texas corporate headquarters, the Huntsville, Texas field office, the Irvine, CA Technology office, and remote field positions co-located with major customer agencies. All service personnel are direct employees of LEO Technologies.	*

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

	time equivalents) involved in each sector (GOV/EDU), and overlap between sales and service, as it relates to the requested solutions.	Account Managers serve as the primary customer relationship owners for each Participating Entity. They are responsible for the operational health of the engagement, scheduling, training delivery, and regular customer cadence (typically a documented weekly or bi-weekly touchpoint). Verus Specialists are dedicated subject-matter experts assigned to each customer account who provide hands-on configuration of Continuous Monitors, lexicons, and analytic workflows; perform human review of AI-generated outputs before they reach the agency in actionable form; and serve as the operational bridge between agency analysts and the LEO Technologies engineering organization. Technical Support Engineers provide 24/7 platform monitoring and incident response across the LEO Technologies customer base. The Technical Support Engineer team is AWS-trained and operates under the LEO Technologies CJIS Security Policy training program. A Director of Training and supporting trainers deliver structured initial-user training and ongoing refresher training for each Participating Entity. As noted in Line Item 25, LEO Technologies separates the sales and service functions. Pre-contract activity (discovery, demonstration, scoping, quotation) is owned by the LEO Technologies sales team, while post-contract customer success and operations are owned by the assigned Account Manager and Verus Specialist team. A structured handoff between sales and Account Management at the point of order placement gives the Participating Entity a clear single point of contact at every stage.	
28	Describe the ordering process from sales/consultation, how the order is placed, through project/order fulfillment. If orders are handled by distributors, dealers, or others, explain their roles and responsibilities in the ordering process.	For Participating Entity orders under the Sourcewell master agreement, the ordering process is straightforward: A Participating Entity that has identified Verus as a fit for its needs engages with the LEO Technologies sales team for a scoping conversation to confirm the configuration, the expected consumption volume, and any Participating Entity-specific operational requirements. The LEO Technologies admin team prepares a written confirmation of scope and pricing referencing the Sourcewell master agreement (typically a brief Participating Addendum or Statement of Work, where required by the Entity's procurement policy). The Participating Entity issues a purchase order against the Sourcewell master agreement, citing the master agreement number and the confirmed scope. Upon receipt of the purchase order, LEO Technologies initiates implementation through the assigned Account Manager and Verus Specialist team. Implementation kickoff typically occurs within 5 to 10 business days of purchase-order receipt. For procurements through the Sourcewell master agreement, LEO Technologies operates the entire fulfillment process directly. There are no distributors, dealers, or resellers involved in the ordering, fulfillment,	*

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

		invoicing, or service-delivery process. Invoicing is issued by LEO Technologies directly to the Participating Entity in accordance with the master agreement payment terms.	
29	Describe, in detail, the process and procedure of your customer service program. Include your response times, escalation protocols, issue resolution timeframes, as well as any incentives that help your providers meet your stated service goals or promises.	LEO Technologies' customer service program is structured around the assigned Account Manager and Verus Specialist team as the operational single-point-of-contact for each Participating Entity, with 24/7 Technical Support Engineer coverage for incident response. Response times. The Account Manager maintains a documented weekly or bi-weekly cadence with the Participating Entity. Routine support requests are typically acknowledged within one business day and resolved within five business days, depending on complexity. Incident reports are routed to the Technical Support Engineer team and acknowledged within the timelines specified in the executed master agreement. Escalation. LEO Technologies operates a documented escalation path: Account Manager → Director of Operations or equivalent regional director → Chief AI and Data Officer → executive leadership. The escalation contacts are provided to the Participating Entity at the start of the engagement, and the Account Manager facilitates escalation when an issue cannot be resolved at the front-line tier. Specific escalation protocols — including named contacts and required response timelines — are developed on a contract-by-contract basis to align with each Participating Entity's operational requirements. Issue resolution timeframes. Severity-tiered resolution targets are developed at the contract level based on each Participating Entity's operational requirements and are formalized in the executed master agreement. The LEO Technologies Incident Response Plan covers detection, containment, eradication, recovery, and post-incident review for security and operational incidents. Service incentives. LEO Technologies operates with a 99.99 percent platform uptime target and a continuous customer-feedback loop run through the assigned Account Manager. Customer-success outcomes are part of the performance measurement framework for Account Managers and Verus Specialists, aligning LEO Technologies' service delivery with Participating Entity outcomes.	*
30	Describe your capability to provide the requested Solutions to Sourcewell participating entities in the United States.	LEO Technologies can deliver Verus to Sourcewell Participating Entities in all 50 US states, the District of Columbia, and US territories. Verus is delivered as a cloud-native Software-as-a-Service platform on Amazon Web Services (AWS) commercial cloud, US regions, and is operationally accessible from any Participating Entity location with standard internet connectivity. LEO Technologies has an established US production footprint that includes deployments across eleven U.S. states (including Texas, Georgia, Florida, Louisiana, Alabama, Idaho, Oklahoma, Missouri, California, and New York) and additional state and county jurisdictions. Across that footprint, Verus has processed more than 5.3 billion minutes of authorized inmate communications and supports more than 250 correctional facilities and 14,500+ active end users.	*

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

		LEO Technologies' direct sales, implementation, and service organization (described in Line Items 25 and 27) can engage any qualifying US Participating Entity. Verus is engineered for rapid deployment with no hardware installation, no telecom disruption, and no impact on existing contracts. LEO Technologies' standard deployment timeline is 15 days or fewer for enterprise-wide deployment, with project kickoff on Days 1–5, data integration concurrent on Days 1–10, training and credentialing on Days 6–10, and go-live no later than Day 15. Single-facility deployments typically complete on a shorter timeline. The actual schedule for any Participating Entity engagement is confirmed during Phase 1 Kickoff and Discovery and reflects the Participating Entity's readiness and operational priorities.	
31	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	LEO Technologies does not impose specific requirements or restrictions on Participating Entities in Hawaii, Alaska, or US Territories that are different from those applicable to Participating Entities in the contiguous United States. Because Verus is delivered as a cloud-native SaaS platform with no physical equipment shipment, no freight or shipping considerations apply (see Table 6A Line Items 68 and 69). LEO Technologies has demonstrated operational capability in non-contiguous US locations through an active Verus Proof of Value Pilot in the Commonwealth of the Northern Mariana Islands.	
32	Describe your capability to provide the requested Solutions to Sourcewell participating entities in Canada.	LEO Technologies offers Verus to Sourcewell Participating Entities in both the United States and Canada under the resulting master agreement. While LEO Technologies' production deployments to date have been with US federal, state, and local government customers, Verus is technically deliverable to Canadian Participating Entities through Amazon Web Services' Canadian commercial-cloud regions, which support Canadian data-residency requirements. Canadian Participating Entities receive the same Master Agreement Price structure as US Participating Entities; Canadian-dollar pricing is stated in the LEO Technologies Pricing Sheet submitted with this proposal at a locked exchange rate of 1.3996 CAD per 1.00 USD based on the Bank of Canada daily exchange rate as of June 16, 2026, with any future exchange-rate adjustment processed under Master Agreement Article II, Product and Price Changes Requirements. LEO Technologies will work directly with each Canadian Participating Entity to confirm the technical, regulatory, and language-support configuration required — including French-language support, which is among the more than one hundred languages Verus supports. Pricing stated in the LEO Technologies Pricing Sheet excludes applicable federal, provincial, state, and local taxes; taxes will be applied to each Participating Entity transaction as required by law. At the Participating Entity's request, LEO Technologies will invoice in either USD or CAD per the rates documented in the Pricing Sheet.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	LEO Technologies expects to be fully able to serve Participating Entities throughout the United States, including Hawaii, Alaska, and US Territories. As noted in Line Item 32, LEO Technologies also offers Verus to Canadian Participating Entities under the resulting master agreement with Canadian-dollar pricing stated in the LEO Technologies Pricing Sheet submitted with this proposal. LEO Technologies does not anticipate excluding any geographic area in the United States or Canada from	*

		coverage under the resulting Sourcewell master agreement.	
34	Identify any account type or Participating Entity type from the RFP that will not have full access to the requested Solutions if an agreement is awarded, along with the reason(s) why.	Verus is a purpose-built AI investigative intelligence platform engineered for organizations that operate authorized custodial communications systems (correctional facilities, jails, law enforcement task forces with custodial intake operations, and similar). Verus is most directly applicable to Sourcewell Participating Entities operating within the public safety and criminal justice sector — state and federal departments of corrections, county sheriffs, jail systems, law enforcement task forces, and multi-agency public safety operations. LEO Technologies welcomes engagement from Participating Entities in other regulated sectors (healthcare, public transit, utilities, finance) where the Entity has identified an authorized communications-analysis use case that is appropriate to Verus. LEO Technologies will work with any qualifying Participating Entity to confirm that the Entity's intended use is appropriate to Verus' design and operational scope. LEO Technologies does not exclude any account type or Participating Entity type categorically.	*
35	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. LEO Technologies will extend the terms of any resulting Sourcewell master agreement to qualifying nonprofit entities that operate within the scope of Verus' applicable use cases (for example, nonprofit-operated correctional re-entry programs, nonprofit public-safety partnerships, and nonprofit-managed custodial facilities under contract with public agencies). Nonprofit Participating Entities will receive the same Master Agreement Price and the same volume-tier discount structure described in Table 6A and Table 6B as government Participating Entities.	*
36	Describe your implementation approach for AI solutions or services. Include: • Typical timeline and phases; • Required Participating Entity resources; • Approach for organizations with varying levels of AI maturity, including change management and user adoption; and • Considerations for compliance, data governance, or residency requirements during implementation.	LEO Technologies' standard Verus implementation approach follows a documented five-phase methodology that is consistent across Participating Entity engagements regardless of size or AI-maturity level. Each phase has documented deliverables, defined Participating Entity resource requirements, and a clear acceptance criterion before the next phase begins. Phase 1: Kickoff and Planning (Days 1–5). The assigned Account Manager and Verus Specialist team meet with the Participating Entity's designated program lead, technical liaison, and operational stakeholders to align on goals, scope, timelines, and resources; confirm the authorized inmate communications system to be integrated; validate the deployment configuration; and finalize the project plan. Phase 2: Data Integration and System Design (concurrent with Phase 1 — Days 1–10). LEO Technologies engineering integrates Verus with the Participating Entity's authorized inmate communications system through documented REST APIs supported by AWS infrastructure. The Verus Specialist team configures lexicons, Continuous Monitors, alert routings, retention windows, role-based access controls, and dashboard views to align with the Entity's operational priorities. Security and compliance configurations are validated against the Participating Entity's applicable framework. Phase 3: Training and Credentialing (Days 6–10, overlapping with Phase	

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

		2). The Director of Training and Verus Specialists deliver structured user training to the Participating Entity's designated administrators and end users, and credential all authorized users with access to the features required for their role. Training material is calibrated to the Entity's operational role mix. Phase 4: Go-Live (no later than Day 15). Verus achieves full operational readiness with the Participating Entity. The Account Manager and Verus Specialist team maintain elevated cadence during the early production period and adjust configurations based on operational feedback. Phase 5: Steady-State Operations. The Account Manager and Verus Specialist team transition to the standard customer-success cadence (weekly or bi-weekly touchpoint, monthly review, quarterly business review). Participating Entity resources required. The Entity is asked to designate a program lead, a technical liaison (to coordinate with the Entity's telecommunications provider and authorized inmate communications system administrator), and one or more end-user training cohorts. LEO Technologies does not require Participating Entity infrastructure procurement or significant in-house technical build-out. Approach for organizations with varying AI maturity. LEO Technologies' implementation methodology is the same across customers regardless of AI maturity. For Participating Entities new to AI-driven communications analysis, the structured training program and the embedded Verus Specialist role function as a change-management capability — agency users build operational fluency during the early-production period with hands-on guidance. For Participating Entities with significant prior AI deployment experience, the same methodology is executed at a faster cadence based on the Entity's existing operational readiness. Compliance, data governance, and residency considerations. Compliance and data governance requirements are addressed at the Phase 1 Kickoff and Discovery stage. The applicable framework for the Participating Entity (CJIS Security Policy for criminal justice deployments and state-specific records-handling requirements for the jurisdiction) is identified and reflected in the operational configuration. All deployments are configured with US-region AWS commercial cloud data residency by default. Participating Entities with elevated sovereignty requirements can elect one of the three alternative data-handling models documented in Table 7B Line Item 91.	
37	Describe your ability to integrate with existing systems. Include: • Common enterprise or government systems supported; • Approach to legacy or custom environments;	Verus is engineered for integration with existing Participating Entity systems through documented application programming interfaces and standards-based identity and access protocols. Common enterprise or government systems supported. Verus integrates directly with the major commercial authorized inmate communications platforms (including Securus, ViaPath, and ICSolutions) through documented REST APIs. Verus is telecommunications-agnostic, meaning the integration approach is the same regardless of which authorized	

	• Known limitations; • How data residency, security, and compliance requirements are maintained when integrating with external or legacy systems; and • If applicable, your role in enabling or advising on integrations.	inmate communications platform a Participating Entity operates. Verus also supports identity integration with standard enterprise identity providers via SAML 2.0 and OpenID Connect (OIDC), with multi-factor authentication required for administrative and remote access. Approach to legacy or custom environments. Where a Participating Entity's authorized inmate communications system or related ecosystem requires a custom integration outside the documented REST API surface, LEO Technologies engineering will scope the custom integration with the Entity at the implementation phase. LEO Technologies has executed custom integrations for legacy and non-standard environments across its existing customer base. Known limitations. Verus is purpose-built for analysis of authorized inmate or custodial communications and is not engineered as a general-purpose enterprise data integration platform. Where a Participating Entity requires Verus to integrate with non-communications data sources for purposes outside the Verus operational scope, LEO Technologies will discuss feasibility with the Entity on a case-by-case basis. How data residency, security, and compliance requirements are maintained during integration. All integrations operate within the Participating Entity's single-tenant Verus deployment on AWS commercial cloud, US regions. Data flowing between the Participating Entity's source systems and Verus is encrypted in transit (TLS 1.2 or higher) and at rest (AWS KMS with FIPS 140-2 Level 3 validated hardware security modules). Identity provider integration enforces role-based access control and audit logging on every authentication event. Integration architecture is reviewed against the Participating Entity's applicable compliance framework at the Phase 1 Kickoff and Discovery stage and is documented in the deployment configuration. LEO Technologies' role in enabling or advising on integrations. LEO Technologies acts as the prime integrator for the Verus engagement, with direct engineering responsibility for the integration with the Participating Entity's authorized inmate communications system. Where the Participating Entity's engagement involves coordination with the Entity's telecommunications provider or other third-party stakeholder, the assigned Account Manager facilitates the coordination directly.	
38	Beyond the minimum experience provided for responsiveness, describe your broader experience delivering AI solutions or services in highly regulated industry environments. Include: • Representative sectors served; • Common compliance	Beyond the three deployments cited for Lot 1 responsiveness (Georgia Department of Corrections, Texas Anti-Gang Centers, and Texas Department of Criminal Justice), LEO Technologies has an established track record of deploying Verus across additional state and local government public safety and criminal justice Participating Entities operating in highly regulated environments. Representative additional production deployments include: Suffolk County Sheriff's Office (New York) — production deployment since March 2021; renewed under new contract SC*16120 in May 2025 with a period of performance through April 2030. Lifetime processing: 21 million calls, 70.4 million minutes.	

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

	requirements addressed; • Outcomes achieved; and • Examples of how data residency, sovereignty, or jurisdictional requirements were managed.	Florida Department of Corrections — production deployment with bulk-minute purchase under GSA Multiple Award Schedule order C600BD, period of performance through June 30, 2026. Florida appropriation of $2.5 million (FY 2023–2024). Lifetime processing: 46.4 million calls, 179.5 million minutes. Harris County (Houston, Texas) — operates Verus across the Sheriff's Office population (10,000+ daily inmate population) in addition to the Texas Anti-Gang Centers engagement. Tarrant County Sheriff's Office (Fort Worth, Texas) — operates Verus with multilingual support including Pashto for its specific population mix. Riverside County Sheriff's Office (California) — sole-source contract for Verus with multilingual support including Vietnamese. El Dorado County Sheriff's Office (California), Hillsborough County (Tampa, Florida), and additional state and local jurisdictions across Louisiana, Alabama, Idaho, Oklahoma, and Missouri operate Verus in production. Representative sectors served. Across the LEO Technologies production footprint, the dominant Participating Entity sector is state and local government — specifically corrections, law enforcement, and public safety. LEO Technologies has also engaged with federal customers (including a multi-year contract awarded by the United States Department of Justice, Federal Bureau of Prisons) and select special-purpose entities (multi-agency anti-gang task forces, federal investigative coordination as described in Table 7B Line Item 96). Common compliance requirements addressed. Across this customer base, LEO Technologies operates Verus in alignment with the CJIS Security Policy (where CJIS data is involved), state-specific records-handling and retention frameworks, 28 CFR Part 23 (Criminal Intelligence Systems Operating Policies — for customers operating multi-jurisdictional criminal intelligence systems), the SOC 2 Type II independently audited control environment, and TX-RAMP Level 1 certification for Texas state customers. Outcomes achieved. Independent return-on-investment analysis by the ROI Institute documents that Verus has delivered material operational cost avoidance to participating agencies. For Georgia Department of Corrections, Verus delivered approximately $200 million in cost avoidance over five-plus years against approximately $16 million in platform billings, representing an approximately 1,150 percent return on investment. For Harris County, Texas, Verus delivered approximately $45 million in cost avoidance over four-plus years against approximately $10 million in platform billings, representing an approximately 350 percent return on investment. ROI denominators reflect platform billings analyzed by the ROI Institute; contract values cited elsewhere in this Proposal reflect authorized funding ceilings. Examples of how data residency, sovereignty, or jurisdictional	

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

		requirements were managed. Across the LEO Technologies customer base, all production deployments operate on AWS commercial cloud US regions, with single-tenant SaaS architecture providing logical data segregation between customers. State-specific data residency or jurisdictional records-handling requirements are addressed during the implementation Kickoff and Discovery phase and reflected in the configuration. For federal customers requiring elevated sovereignty (including the Federal Bureau of Prisons engagement), LEO Technologies has documented alternative deployment models (Government-Controlled Secure Processing Environment, Secure Vendor Portal, API-Based Streaming) calibrated to the Entity's requirements.	
39	Describe the security architecture of your solution or your role in designing or advising on secure AI environments. Include: • Certifications such as FedRAMP, StateRAMP, SOC 2, ISO 27001, or equivalent, and experience complying with applicable regulatory frameworks such as FERPA, HIPAA, CJIS, or similar; • Identity and access controls; • Data isolation between clients; • Data residency controls and geographic restrictions enforced within the architecture; • Subprocessor management, including location, access, and role in data processing; and • How security controls and architecture support and enforce compliance with applicable regulatory requirements.	Verus operates within a documented security architecture engineered for the highest-sensitivity use of AI in highly regulated environments, calibrated to the operational requirements of state and federal corrections, law enforcement, and public safety customers. Certifications and regulatory framework alignment. Verus operates in alignment with the SOC 2 Type II independently audited control environment, the Texas Risk and Authorization Management Program (TX-RAMP Level 1), the CIS Controls v8.1 (mapped to NIST SP 800-53 Rev. 5 Moderate baseline), and FIPS 140-2 validated cryptography via AWS Key Management Service and AWS FIPS endpoints. Verus operates on AWS commercial cloud, which holds FedRAMP Moderate authorization at the infrastructure layer. Verus is not separately FedRAMP-authorized at the application layer at this time; the AWS FedRAMP Moderate authorization provides inherited infrastructure-level controls. LEO Technologies is currently in the process of pursuing FedRAMP authorization for Verus. For deployments involving CJIS data, Verus is operated in alignment with the CJIS Security Policy (LEO Technologies meets CJIS standards; CJIS does not issue a vendor certification — alignment with the Policy is the standard, audited by the customer agency's CJIS Systems Officer). For Participating Entities operating multi-jurisdictional criminal intelligence systems, Verus is operated in alignment with 28 CFR Part 23. For Participating Entities in other regulated sectors, the equivalent applicable framework (HIPAA or sector-specific data-handling regulations) is identified at engagement scoping and reflected in the operational configuration. Identity and access controls. Verus enforces SAML 2.0 and OpenID Connect (OIDC) for single sign-on integration with the Participating Entity's identity provider, with multi-factor authentication required for administrative and remote access. Role-based access control is implemented with least-privilege design and separation of duties. Privileged actions are logged in the immutable audit trail. IP allowlisting / whitelisting is supported for restricting platform access to Entity-approved network locations. Data isolation between clients. Verus is delivered as a single-tenant SaaS architecture, with each Participating Entity's data logically and infrastructurally segregated. No Participating Entity's data is pooled with another customer's data for any purpose, including model training, analytics, or operational benchmarking.	

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

		Data residency controls and geographic restrictions. Verus production deployments operate exclusively within AWS commercial cloud, US regions. All Participating Entity data — at rest, in transit, and during AI inference — remains within US AWS regions by default. No Participating Entity data is routed to non-US jurisdictions, foreign subprocessors, or offshore inference endpoints. Where a Participating Entity's engagement involves data with elevated sovereignty requirements, the three alternative data-handling models documented in Table 7B Line Item 91 are available. Subprocessor management. AWS commercial cloud is the underlying infrastructure-as-a-service provider for Verus and provides FedRAMP Moderate-authorized infrastructure within US AWS regions. AWS is consumed by LEO Technologies under standard commercial cloud-services terms; AWS does not perform work on behalf of LEO Technologies' customers and is not a subcontractor to any LEO Technologies engagement. LEO Technologies does not currently route any production workload through non-US subprocessors. LEO Technologies has confirmed in prior federal evaluations that it is not listed on NDAA 2019 Section 889, NDAA 2021 Section 1260H, or 15 CFR §791.4. How security controls support regulatory compliance. The combination of single-tenant architecture, US-only data residency, FIPS-validated cryptography, SOC 2 Type II audited controls, alignment with CJIS Security Policy, and immutable audit logging supports Participating Entity compliance with sector-applicable regulatory requirements. The audit logging architecture, in particular, supports the evidentiary chain-of-custody requirements that apply to criminal justice deployments and the audit-trail requirements that apply to broader regulated industry deployments. Across more than 27,000 actionable public-safety reports produced by Verus in production lifetime, there have been zero legal challenges to the underlying analytic chain of custody.	
40	Describe how your solution or services scale across organizations of different sizes. Include: • Performance as usage grows or fluctuates; • Multi-tenant vs dedicated environments (if applicable); and • Service level commitments.	Verus is engineered to scale elastically across Participating Entities of widely varying size, from single-facility county jail operations through enterprise-scale state correctional systems serving more than one hundred thousand inmates. Performance as usage grows or fluctuates. Verus operates on Amazon Web Services commercial cloud with horizontal elastic autoscaling. As a Participating Entity's data volume grows — whether through facility additions, population growth, or expanded usage by the Entity's investigative staff — Verus capacity expands automatically to maintain consistent inference latency. The LEO Technologies DevOps team monitors production model performance, throughput, and error rates continuously and adjusts capacity provisioning ahead of usage curves. Lifetime, Verus has processed more than 5.3 billion minutes of authorized inmate communications without service interruption. Multi-tenant versus dedicated environments. Verus is delivered as a single-tenant SaaS architecture for every Participating Entity. Each customer's Verus environment is logically and infrastructurally segregated,	

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

		ensuring that one Participating Entity's usage growth, data volume, or operational activity has no effect on any other customer's performance. The single-tenant model also supports per-Entity data residency, per-Entity configuration, and per-Entity audit trail integrity. LEO Technologies does not offer a shared multi-tenant deployment model. Service-level commitments. LEO Technologies operates Verus at a 99.99 percent platform uptime target in production. Current production processing rate is approximately 65 to 70 million minutes of authorized inmate communications per month, with the same 99.99 percent uptime maintained throughout. Lifetime aggregate processing exceeds 5.3 billion minutes. Service-level commitments — including platform availability, incident response time, resolution time, and remediation — are documented in the master agreement for each Participating Entity engagement. LEO Technologies also maintains a documented Incident Response Plan that covers detection, containment, eradication, recovery, and post-incident review for security and operational incidents. Scale evidence across the customer base. Across the existing LEO Technologies production footprint, Verus supports more than 250 correctional facilities, 224 agencies, and 14,500+ active end users. Lifetime processing exceeds 1.2 billion calls and 5.3 billion minutes of authorized inmate communications. The customer mix includes single-facility deployments at the low end and enterprise-wide deployments at major state correctional systems and multi-county anti-gang task forces at the high end. The single Verus platform architecture serves the full range of customer sizes without architectural differentiation.	
41	Describe the level of control Participating Entities have over AI system behavior or implementations you support. Include: • Ability to configure models, prompts, or workflows; • Administrative controls; • Ability to enable or disable features; and • Ability to restrict or configure system behavior based on jurisdictional, regulatory, or data governance requirements.	Participating Entities operating Verus retain extensive operational control over how the platform behaves in their environment, consistent with the human-on-the-loop principle described in Table 7B Line Item 95. Ability to configure models, prompts, or workflows. Verus exposes a configurable control surface that allows each Participating Entity to define and adjust the operational parameters most relevant to its mission. Configurable items include detection sensitivity thresholds, Continuous Monitor scope (keywords, phrases, and Lexicon-based monitors), alert routing and recipient lists, retention windows on derived data and audit logs, dashboard views, role-based access boundaries, and integration scope. While Verus' underlying speech-to-text, translation, and analytic models are proprietary LEO Technologies models that are not directly editable by the Participating Entity, the application of those models to the Participating Entity's data is configurable through the operational control surface. Administrative controls. Designated Participating Entity administrators receive role-based administrative access to the configurable control surface described above. Administrative actions — including account creation, permission changes, configuration changes, and export events — are logged in the immutable audit trail. Ability to enable or disable features. Each Participating Entity can enable or disable individual detection rules, Continuous Monitors, lexicon	

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

		categories, and alert routings. Where a Participating Entity has policy-driven reasons to exclude a particular detection category from its operational scope (for example, a categorical decision not to monitor a specific class of communications), the Verus configuration supports that scoping. Ability to restrict or configure system behavior based on jurisdictional, regulatory, or data governance requirements. Verus' configurable control surface allows each Participating Entity to align operational behavior with its applicable jurisdictional, regulatory, or data governance requirements. The applicable framework for the Participating Entity (CJIS Security Policy for criminal justice deployments and state-specific records-handling for jurisdictional requirements) is identified during implementation and reflected in the operational configuration. Configuration changes are logged in the audit trail and tied to the administrator who made the change.	
42	Describe any dependencies on third-party models, platforms, or providers. Include: • Use of external LLMs or APIs; • Ability to switch models or providers and vendor lock-in considerations; • Location and jurisdiction of third-party providers and any associated data transfer implications; • Whether third-party providers may access Participating Entity data and under what conditions; and • If applicable, how you advise clients on managing these risks.	Use of external large language models or APIs. Verus does not depend on external commercial large language model providers for production inference. The transcription, translation, semantic analysis, and lexicon-based detection capabilities in Verus are powered by proprietary LEO Technologies models hosted within LEO Technologies' AWS-resident production environment. Verus does not route Participating Entity data, prompts, or model interactions to third-party commercial LLM providers operating outside LEO Technologies' control. Ability to switch models or providers and vendor lock-in considerations. Because Verus operates on proprietary LEO Technologies models, Participating Entities are not exposed to vendor lock-in tied to a specific third-party model provider. At the underlying infrastructure layer, Verus runs on Amazon Web Services commercial cloud; while AWS is the current production infrastructure provider, the Verus application layer is engineered such that the underlying cloud infrastructure is a configurable element of the deployment architecture rather than an architectural lock-in. LEO Technologies retains the ability to provision additional infrastructure capacity, regional capacity, or alternative deployment models without requiring a redesign of the Verus application layer. Participating Entity data and outputs are exportable in standard interoperable formats (CSV, JSON, XML, and standard audio formats for source media) to support migration to successor systems at contract end (see Table 7B Line Item 98). Location and jurisdiction of third-party providers and data transfer implications. The primary third-party provider in the Verus production architecture is Amazon Web Services. AWS is a US entity providing US-region commercial cloud infrastructure. Verus does not currently rely on third-party providers operating outside US jurisdiction for any production inference, data storage, or data processing. Participating Entity data therefore remains within US jurisdiction by default, without exposure to extraterritorial data-access regimes. Whether third-party providers may access Participating Entity data and under what conditions. Amazon Web Services is the underlying	

		infrastructure-as-a-service provider; AWS does not perform work on behalf of LEO Technologies' customers and is not a subcontractor to any LEO Technologies engagement. AWS personnel do not have logical access to Participating Entity data residing within the Verus deployment. The standard AWS commercial cloud-services terms govern the contractual relationship between LEO Technologies and AWS. LEO Technologies does not authorize any third-party provider to access Participating Entity data outside the explicit terms of the executed master agreement and the Participating Entity's written consent. How LEO Technologies advises clients on managing these risks. At the implementation Kickoff and Discovery phase, LEO Technologies documents the third-party dependencies in the Participating Entity's Verus deployment, the data flow between LEO Technologies and the underlying cloud infrastructure provider, and the residency and jurisdictional posture of the deployment. The Participating Entity's designated technical liaison and program lead review and acknowledge the documented architecture before production go-live. Where a Participating Entity has specific residency, sovereignty, or third-party access concerns that are not satisfied by the default deployment model, LEO Technologies works with the Entity to identify a configuration (potentially one of the three alternative data-handling models documented in Table 7B Line Item 91) that meets the Entity's requirements.	

Table 4: Marketing Plan (100 Points)

#	Question	Response *	
43	Describe your marketing strategy, including tactics/methods and timelines for promoting this opportunity to participating entities for the requested solutions. Upload optional samples of your marketing materials.	LeoTech will promote the Sourcewell Master Agreement through a focused public-sector marketing strategy using the same cooperative-contract discipline that has supported Verus adoption through Texas DIR, including use by agencies outside Texas through the DIR Interstate Cooperative Contract. LeoTech's strategy is direct, mission-focused, and built around educating public safety, corrections, law enforcement, and government customers on both Verus and the available Sourcewell cooperative purchasing pathway. • Within 30 days of award – LeoTech will train its sales, account management, customer support, contracts, and finance teams on Sourcewell eligibility, ordering requirements, contract messaging, pricing, reporting, and contract administration requirements. LeoTech will also establish Sourcewell-specific opportunity tracking and internal sales-to-contract handoff procedures in HubSpot. • Within 60 days of award – LeoTech will update its website, Verus marketing materials, and procurement guidance to identify Sourcewell as an available purchasing pathway. LeoTech will also provide its sales team with the approved contract information and pricing procedures needed to discuss and quote Verus through the Sourcewell Master Agreement. • Within 90 days of award – LeoTech will incorporate Sourcewell into active agency outreach, Verus demonstrations, proof-of-concept discussions, and public safety conference engagement. Sourcewell-related opportunities will be tracked in HubSpot through the sales, procurement, and implementation	*

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

		process. Ongoing tactics will include direct outreach by LeoTech's business development team, agency-specific demonstrations, proof-of-concept campaigns, customer success materials, targeted email outreach, Verus product collateral, conference and association engagement, The Pointer newsletter, and LinkedIn activity. LeoTech will market Sourcewell as a streamlined purchasing pathway for agencies seeking to evaluate and deploy Verus as an enterprise AI platform for authorized communications intelligence, with the goal of expanding contract adoption among eligible public safety and government entities that may not otherwise have a ready procurement vehicle. LeoTech maintains an active presence at the principal industry conferences and associations serving the corrections, law enforcement, and public safety market, including: • Correctional Leaders Association (CLA) • National Sheriffs' Association (NSA) • American Correctional Association (ACA) • Major County Sheriffs of America (MCSA) • Major Cities Chiefs Association (MCCA) • State sheriff associations across the nation • Gang investigator associations across the nation Industry publication coverage complements LeoTech's conference and association engagement. The Verus platform was featured in the July/August 2022 edition of Sheriff & Deputy, the bimonthly publication of the National Sheriffs' Association, highlighting Verus as a "force multiplier" for monitoring authorized communications and supporting detainee safety, including suicide-ideation and health alerts. At each of these venues, LeoTech operates a demonstrate-and-deploy approach — live Verus demonstrations to qualifying agency stakeholders, with follow-on conversations tracked through the LeoTech CRM. Following Sourcewell master agreement award, the Sourcewell cooperative purchasing program will be highlighted as the recommended procurement vehicle for state and local Participating Entities at every industry-event engagement. Campaign engagement, event leads, demonstration requests, opportunity status, procurement pathway, and follow-up activity will be recorded in HubSpot to support coordinated outreach and measure progression from awareness through contract use.	
44	Describe your use of technology and digital data (e.g., specific social media platforms, metadata usage) to enhance and/or optimize your marketing strategy described above.	LeoTech uses digital platforms and customer-relationship data to target, track, and refine its public-sector marketing strategy. Digital marketing includes Verus product pages on LeoTech's website, LinkedIn outreach to public safety and government audiences, email campaigns to federal, state, and local law enforcement and corrections leadership, and distribution of The Pointer newsletter to educate customers and prospects on operational Verus outcomes. LeoTech tracks customer and prospect engagement through HubSpot, allowing sales and account management personnel to log interactions, tag	*

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

		communications, monitor follow-up actions, and maintain visibility throughout the account lifecycle. LeoTech uses this digital data to prioritize outreach, coordinate account ownership, identify agencies ready for demonstrations or proof-of-concept discussions, and ensure timely follow-up after meetings, conferences, email campaigns, and customer support interactions. This centralized tracking allows LeoTech to coordinate marketing and sales activity, maintain continuity across customer interactions, and focus resources on agencies demonstrating interest in Verus and an available Sourcewell purchasing pathway.	
45	In your view, what is Sourcewell’s role in promoting agreements resulting from this RFP?	Per Sourcewell's confirmation in Addendum 10 Questions 15 and 44, awarded suppliers work with a designated Sourcewell Supplier Development Executive to expand and enhance the awarded supplier's marketing efforts. LeoTech expects to engage the Supplier Development Executive proactively from the award date forward, including coordination on supplier-listing visibility on the public Sourcewell awarded-supplier directory, brand and contract-citation guidelines for LeoTech's outbound marketing, supplier visibility at Sourcewell-sponsored events and member conferences, procurement-officer education resources, and programmatic feedback on engagement, sales reporting, and Administrative Fee remittance cadence. LeoTech views Sourcewell's most valuable role as a credentialing and procurement-process simplification layer for state and local buyers. The Sourcewell master agreement removes procurement friction by giving the procuring agency a pre-competed, publicly-evaluated, and contractually documented procurement vehicle. LeoTech's marketing strategy is calibrated to highlight that procurement simplification as the central value proposition of buying Verus through Sourcewell, with Sourcewell amplifying that message through the Supplier Development Executive engagement. This approach reflects LeoTech’s experience with cooperative purchasing: the contract vehicle creates the purchasing pathway, but supplier-led education, outreach, and customer support drive actual use. LeoTech will treat Sourcewell as a growth channel to expand Verus access across eligible public safety, corrections, law enforcement, and government entities.	*
46	Describe how your organization will integrate a Sourcewell awarded agreement (e.g., training, incentives) into your sales process.	LeoTech will integrate a Sourcewell awarded agreement directly into its standard public-sector sales process through internal training, CRM tracking, customer-facing materials, quotation procedures, and sales-to-implementation handoff procedures. Following award, LeoTech will train its sales, account management, customer support, contracts, and finance personnel on Sourcewell eligibility, ordering requirements, pricing, administrative-fee requirements, reporting obligations, and the information that must be communicated to prospective Participating Entities. LeoTech will add Sourcewell to its standard sales discovery process so prospective customers are advised of the cooperative purchasing option early in the buying cycle. LeoTech will incorporate Sourcewell into customer-facing collateral, demonstrations, proof-of-concept discussions, quotations, and procurement guidance. Sales opportunities will be tracked in HubSpot, including available	

		contract vehicle, customer eligibility, expected ordering pathway, follow-up actions, and transition from sales to implementation. Once an order is placed, LeoTech will verify scope and pricing, document order milestones, coordinate kickoff and training, and support required Sourcewell reporting and administrative-fee processes.	
47	Are your Solutions available through an e-Procurement or e-Commerce ordering process? If so, describe your system(s) AND provide one (1) example of how governmental and educational customers have successfully utilized them.	Verus is not sold through a consumer-style e-commerce storefront because deployments require agency-specific scoping, authorized data access, security review, integration planning, and onboarding. Verus can be ordered through public-sector electronic procurement workflows when a Participating Entity issues an electronic purchase order or other ordering document through its own procurement system. Under a Sourcewell award, Sourcewell would serve as the cooperative purchasing contract vehicle referenced in the Participating Entity's ordering document. After customer consultation and solution scoping, LeoTech provides a quotation identifying the applicable contract vehicle, pricing model, scope, and ordering instructions. The Participating Entity then issues a purchase order or other ordering document through its procurement process. LeoTech verifies scope and pricing, acknowledges the order, coordinates kickoff, and tracks order milestones including activation, training, invoicing, and transition to account management.	*

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

#	Question	Response *	
48	Describe any training programs related to your proposed Solution(s) available to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, delivery methods, and any costs that apply.	LeoTech provides Verus training as a standard component of each deployment at no additional cost to the Participating Entity. Training is led by LeoTech's Director of Training and supporting trainers, with coordination by the assigned Account Manager and hands-on support from Verus Specialists. Training is tailored to each agency's users, roles, and workflows. Standard training includes user onboarding, administrator orientation, Verus navigation, search and review workflows, Continuous Monitor configuration, alert review, reporting, and practical use of Verus features in investigative and correctional environments. Training is structured for the specific responsibilities of administrators, analysts, investigators, intelligence personnel, and other authorized users. Training is delivered through live or remote sessions, guided demonstrations, scenario-based exercises, training guides, and Verus onboarding materials. Optional follow-up training, refresher training, and new-user training are available at no additional cost and are coordinated through the Account Manager as additional users are added, agency workflows evolve, or new Verus features are released. Participating Entities may request additional sessions throughout the deployment to support user adoption, reinforce workflows, and introduce new capabilities.	*
49	Describe any technological advances that your proposed	Verus advances correctional and public safety intelligence by moving authorized communications review from manual, retrospective call review to near real-time, AI-enabled detection, triage, search, and analysis at	*

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

	Solutions offer.	enterprise scale, helping agencies identify threats and potential threats sooner while reducing the personnel burden associated with manual review. Key technological advances include: - Patented speech-to-text processing and analytics that convert high volumes of authorized communications into searchable, reviewable data - Near real-time transcription and translation - Continuous Monitors that automatically review communications and alert authorized users to agency-defined words, phrases, subjects, and patterns - Customizable law enforcement and correctional lexicons reflecting facility terminology, slang, coded language, and emerging threats - Semantic and AI-assisted search that extends beyond exact keyword matching to identify related terms, slang, misspellings, and contextual meaning - Link Analysis that identifies relationships, recurring contacts, and communication patterns across large datasets - Automated triage and workflow tools that route, prioritize, and queue communications for review based on agency-defined indicators and thresholds. Verus also incorporates Human-in-the-Loop review to improve investigative relevance, quality assurance, and responsible use in sensitive public safety environments. The platform is telecom-agnostic, cloud-based, and scalable, allowing agencies to integrate Verus with existing inmate communications systems without replacing those systems. Together, these capabilities allow public safety personnel to spend less time searching through large volumes of communications and more time investigating leads, protecting staff and inmates, supporting facility security, and addressing threats to community safety.	
50	Describe any sustainability initiatives or certifications that relate to your organization and/or proposed Solutions. If applicable, describe the certification(s) for each initiative.	N/A	*
51	Describe any third-party issued, eco-labels, ratings, or certifications that your proposed solutions hold.	N/A	*

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

52	What aspects of your company, solutions, or services are truly unique in the marketplace, and why are these unique advantages meaningful for Sourcewell participating entities?	LeoTech's unique advantage is the combination of a purpose-built AI platform, correctional intelligence specialization, enterprise-scale operational use, and practitioner-led support. Verus is not a general-purpose AI tool adapted for corrections; it was built specifically to help public safety and criminal justice agencies analyze authorized inmate communications and convert high-volume data into actionable intelligence. This specialization is meaningful for Sourcewell Participating Entities because agencies can procure a mature solution already aligned to sensitive correctional and law enforcement workflows. Verus integrates with existing inmate communications providers, allowing agencies to add AI-enabled transcription, translation, search, alerting, analytics, and investigative workflows without replacing their current communications systems. This helps agencies move from reactive review toward proactive identification of violence indicators, contraband coordination, self-harm risks, gang activity, criminal coordination, staff threats, and other high-risk communications. LeoTech also differentiates itself through the operational support wrapped around the platform. Account Managers and Verus Specialists help agencies configure workflows, develop monitors, train users, interpret alerts, and sustain adoption after deployment. This combination of technology and public safety expertise helps Participating Entities move from software access to operational use more quickly and reduces the burden on agencies with limited investigative and analytical resources, allowing personnel to focus more time on intervention, investigation, and operational response. These advantages are meaningful for Sourcewell Participating Entities because they reduce implementation risk, preserve existing communications-provider investments, accelerate user adoption, and give agencies a proven AI platform already operating in the public safety and corrections environments they serve.	*

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

Table 5B: Value-Added Attributes

Select any business certifications that your company or partners have obtained. Upload your confirming documentation.

Select all that apply below.

#	Certification	Offered	Comment	
53	Minority Business Enterprise (MBE)	○ Yes ◉ No	N/A	*
54	Women Business Enterprise (WBE)	○ Yes ◉ No	N/A	*
55	Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	N/A	*
56	Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	N/A	*
57	Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	N/A	*
58	Small Business Enterprise (SBE)	○ Yes ◉ No	N/A	*
59	Small Disadvantaged Business (SDB)	○ Yes ◉ No	N/A	*
60	Women-Owned Small Business (WOSB)	○ Yes ◉ No	N/A	*

Table 6A: Pricing (200 Points, applies to Table 6A, 6B, and 6C)

Provide detailed pricing information in the questions that follow below.

#	Question	Response *	
61	Describe your payment terms.	LEO Technologies' standard payment terms for Participating Entities will be Net 30 days from receipt of an undisputed invoice. Invoicing is typically issued monthly in arrears for the consumption-based Audio AI Translation and Monitoring component (Messaging AI Translation and Transcription is included at no additional charge with the Audio AI line item) and quarterly or annually for fixed subscription components (Platform Subscription), aligned to the Participating Entity's purchase order and the executed master agreement. LEO Technologies will work with Participating Entities to support invoicing cadence variations required by the Entity's budgetary or fiscal-year cycle.	*
62	Describe your accepted payment methods. For credit	LEO Technologies accepts payment by ACH electronic transfer, paper check, and wire transfer. LEO Technologies does not propose credit card or procurement card payment under this pricing proposal; therefore, no credit card or procurement card processing fees apply.	

	card/procurement card (pCard), describe any fees associated with these methods.		
63	Describe available leasing, financing, or as-a-service options, including key features and any third-party providers or financial partners used.	Verus is delivered exclusively as a subscription Software-as-a-Service offering, which is itself an as-a-service consumption model from the Participating Entity's perspective. Subscription terms are typically one year, three years, or five years and can be aligned with the Participating Entity's fiscal year. LEO Technologies does not currently offer separate equipment-leasing or third-party financing programs; because Verus does not require Participating Entity hardware procurement, on-premises infrastructure, or capital build-out, equipment financing is not applicable. Where a Participating Entity requires an alternative payment cadence (for example, advance annual billing with a multi-year price commitment), LEO Technologies will work with the Entity within the framework of the Sourcewell master agreement to accommodate that requirement.	*
64	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.	For Participating Entity orders under the Sourcewell master agreement, LEO Technologies will operate under a streamlined transaction document set consisting of (i) a Participating Entity purchase order issued against the Sourcewell master agreement, and (ii) where required by the Participating Entity's procurement policy, a brief Participating Addendum or Statement of Work that identifies the specific Verus components purchased, the consumption forecast or seat scope, and any Entity-specific operational requirements. LEO Technologies' standard SaaS subscription terms, acceptable-use policy, and service-level commitments will be made available to Participating Entities for review and, where applicable, will be uploaded to the Sourcewell portal in the Standard Transaction Document Samples upload field at proposal submission. LeoTech does not require a separate hardware purchase, equipment lease, or third-party financing document for standard Verus SaaS deployments.	*
65	Provide details of any quantity or volume discounts, as well as any rebate programs that are available in addition to the proposed pricing structure discounts.	LEO Technologies offers per-order volume discounts on the Audio AI Translation and Monitoring component (priced per minute of authorized inmate communications processed). The volume-tier structure applies additional percentage discounts as the per-order minute volume increases: For 1 to 249,999,999 units (minutes): 0.00 percent additional discount. For 250,000,000 to 299,999,999 units: 4.00 percent additional discount. For 300,000,000 to 399,999,999 units: 5.00 percent additional discount. For 400,000,000 to 499,999,999 units: 6.50 percent additional discount. For 500,000,000 to 749,999,999 units: 8.00 percent additional discount. For 750,000,000 units and above: 9.00 percent additional discount. No separate rebate program is currently offered; volume discounts are applied at the time of order and are reflected on the Participating Entity's invoice. Pricing for the Platform Subscription, Implementation, Training, Account Management, Maintenance, and Upgrades components is included at no additional cost above the per-minute consumption rate and the platform subscription.	*

66	Describe your method of facilitating non-contracted products or related services and define the associated costs/fees.	Verus is a single integrated AI platform delivered as a commercial SaaS subscription. Substantially all of the capabilities a Participating Entity will need — transcription, translation, semantic analysis, lexicon detection, Continuous Monitors, dashboards, reporting, audit logging, integration with the Entity's authorized inmate communications systems, implementation, training, account management, ongoing support, maintenance, and software upgrades — are within the scope of the Verus platform subscription and the Sourcewell master agreement. Where a Participating Entity requests a service that is genuinely outside the Verus platform scope (for example, a discrete data-engineering engagement against a customer-owned data store that is unrelated to Verus operation), LEO Technologies will, at the Entity's request, provide a written scope and pricing proposal for the requested work. LEO Technologies will not bill non-contracted work without the Participating Entity's prior written authorization and will not represent non-contracted work as covered under the Sourcewell master agreement.	*
67	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.	LEO Technologies' submitted pricing covers the complete commercial cost of Verus as deployed: Platform Subscription, Audio AI Translation and Monitoring (per minute of authorized communications), Messaging AI Translation and Transcription (included at no additional charge with the Audio AI line item), Implementation, Training, Account Management, Maintenance, and Software Upgrades. Items that are by their nature outside LEO Technologies' scope and therefore not included in the submitted pricing are: (i) the Participating Entity's underlying authorized inmate communications platform (the call-recording and telecommunications infrastructure operated by the Entity's telecommunications provider — for example Securus, ViaPath, or ICSolutions); (ii) the Entity's internal personnel costs to operate Verus and conduct investigative work; (iii) Participating Entity-specific custom development or integrations that fall outside Verus's documented REST API surface; and (iv) third-party costs incurred at the Entity's discretion (for example, additional CJIS background checks for Entity personnel, or Entity-elected external audit work). No element of the submitted pricing is contingent on hidden fees, separate freight or shipping costs, or post-award price escalation outside the framework allowed by the Sourcewell master agreement.	*
68	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) in the contiguous United States.	Not applicable. Verus is delivered exclusively as a cloud-native Software-as-a-Service platform. No physical equipment is shipped to the Participating Entity, and no freight, shipping, or delivery charges apply. Verus access is provisioned through documented identity-and-access provisioning workflows; no physical media, hardware, or appliance is required.	*
69	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) for Alaska, Hawaii, Canada, or any offshore delivery.	Not applicable. Verus is delivered exclusively as a cloud-native Software-as-a-Service platform with no physical shipment. The same provisioning model applies to Participating Entities in Alaska, Hawaii, US territories, and (where supported) Canada — no freight, shipping, or delivery charges apply. For Participating Entities in jurisdictions where data residency or sovereignty requirements differ from US-region AWS commercial cloud, LEO Technologies will work with the Entity at the time of order to confirm that the standard Verus delivery model is compatible with the Entity's requirements; if not, the three alternative	*

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

		data-handling and processing models (Government-Controlled Secure Processing Environment, Secure Vendor Portal, and API-Based Streaming) described in Table 7B Line Item 91 are available.	
70	Describe any unique distribution, delivery, or deployment methods offered in your proposal.	LEO Technologies' Verus engagements are managed by LEO Technologies directly from the initial sales conversation through implementation and ongoing service. LEO Technologies maintains Authorized Reseller relationships with Carahsoft, SHI, CDW-G, and Circinus that provide alternative procurement pathways for Participating Entities whose procurement offices prefer to transact through specific cooperative purchasing vehicles other than Sourcewell; the reseller relationship is a procurement pathway only, and LEO Technologies handles the engagement directly in every case. Implementation of Verus for a new Participating Entity begins with a kickoff and discovery engagement led by the assigned Account Manager and Verus Specialist team. Integration with the Entity's authorized inmate communications systems is performed through documented REST APIs supported by LEO Technologies engineering. End-user provisioning, role-based access configuration, lexicon and Continuous Monitor configuration, and dashboard configuration are performed by the Verus Specialist team in collaboration with the Entity's designated administrators. LEO Technologies' standard deployment timeline is 15 days or fewer for an enterprise-wide deployment, with project kickoff on Days 1–5, data integration concurrent on Days 1–10, training and credentialing on Days 6–10, and go-live no later than Day 15. Single-facility deployments typically complete on a shorter timeline. Implementation, training, account management, ongoing support, maintenance, and software upgrades are included at no additional cost above the platform subscription and per-minute consumption pricing.	*
71	Describe any self-audit processes or programs that you will employ to verify that Sourcewell participating entities have obtained Agreement pricing and to verify compliance with the resulting Agreement.	LEO Technologies will administer Sourcewell master agreement pricing through internal order-entry controls so that every Participating Entity purchase order processed under the Sourcewell master agreement is automatically priced at the Sourcewell-approved rate set. To verify ongoing compliance with the Sourcewell master agreement, LEO Technologies will (i) maintain a designated Sourcewell program account within its order-management system that flags Sourcewell-priced transactions; (ii) reconcile invoicing against the Sourcewell-approved rate set on a monthly basis as part of standard financial close; (iii) deliver the Sourcewell-required sales reporting and Administrative Fee remittance to Sourcewell on the cadence required by the master agreement; and (iv) make sales reports, invoicing records, and supporting documentation available to Sourcewell for review upon reasonable notice in accordance with the master agreement's audit provisions.	*
72	Provide a list of internal metrics that will be tracked to measure the success of a resulting Agreement.	LEO Technologies will track the following internal metrics to measure the success of a resulting Sourcewell master agreement: (i) number of Participating Entities onboarded under the master agreement, with year-over-year growth; (ii) total contracted minutes and seats provisioned under the master agreement; (iii) total revenue processed under the master agreement, with attribution to Participating Entity sector (federal government, state government, local government, and other regulated industry segments); (iv) average time from Participating Entity first-	*

		contact to first production use of Verus; (v) customer satisfaction (qualitative and, where available, quantitative survey instrument administered by the assigned Account Manager); (vi) Participating Entity retention and renewal rate; (vii) operational performance metrics including platform uptime, alert review timeliness, and Account Manager response time; and (viii) Administrative Fee remitted to Sourcewell, reconciled monthly. These metrics will be reviewed internally on a quarterly cadence and will be available to Sourcewell on the cadence specified in the master agreement.	
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	LEO Technologies proposes an Administrative Fee of 0.75 percent of net invoiced revenue for all completed transactions to Participating Entities under the Sourcewell master agreement, payable to Sourcewell within the Reporting Period defined in the master agreement. The proposed Administrative Fee will be applied uniformly across all transaction types under the master agreement (Platform Subscription, Audio AI Translation and Monitoring with included Messaging AI Translation and Transcription, and any included support or upgrade components). The 0.75 percent rate establishes Sourcewell parity with LEO Technologies' two principal federal and state cooperative purchasing programs. LEO Technologies remits an Industrial Funding Fee of 0.75 percent to the U.S. General Services Administration on all sales under GSA Multiple Award Schedule contract 47QTCA26D001H, and remits a 0.75 percent administrative fee to the Texas Department of Information Resources on all sales under LEO Technologies' three active DIR cooperative purchasing contracts (DIR-CPO-5165, DIR-CPO-5293, and DIR-CPO-6149). The proposed Sourcewell rate provides consistent commercial treatment of LEO Technologies' three primary cooperative purchasing partners and is consistent with administrative fee rates LeoTech maintains across its federal and state cooperative purchasing programs.	*

Table 6B: Pricing Model

Select one or more pricing option(s) below and provide a description of each chosen model, as appropriate to the Proposer's Primary Lot and commercial model. Proposers may use more than one pricing model. Refer to RFP Section III for pricing structure requirements and Section III.B for Pricing Narrative requirements. ***Proposers must submit a separate price sheet and a Pricing Narrative, regardless of the pricing model selected.***

#	Model Options	Model Requirements	Supplier's Model Selection *	Model Description *	
74	Option 1: Line-Item Pricing	If proposed pricing is Line-Item Pricing, Proposer must submit: A. the list/MSRP for each line item; B. the "Master	◉ Yes ○ No	Verus pricing is structured around a five-CLIN line-item model that aligns to how Participating Entities consume the platform. For each line item, LEO Technologies submits the published list / MSRP, the Sourcewell Master Agreement Price (reflecting the GSA-equivalent discount applied), and the percentage discount applied:	*

		Agreement Price;" and C. if proposed pricing includes a percentage discount, provide that discount and describe its application.		CLIN 1 — Platform Subscription. Provides unlimited end-user licenses, base platform access, system availability, and ongoing maintenance. Master Agreement Price: included at no additional cost above the per-minute consumption pricing for typical Participating Entity configurations. CLIN 2 — Audio AI Translation and Monitoring (per minute of authorized inmate communications). MSRP: $0.08 per minute. Master Agreement Price: $0.05 per minute. Discount applied: 37.50 percent off MSRP (GSA-equivalent rate). CLIN 3 — Messaging AI Translation and Transcription. Included at no additional charge with the purchase of CLIN 2 (Audio AI Translation and Monitoring). Master Agreement Price: $0.00 — bundled with the per-minute Audio AI rate. CLIN 4 — Support and Training. Includes 24/7 escalation support, helpdesk, end-user training, documentation, account management, and standard reporting. Master Agreement Price: included at no additional cost above CLINs 1 through 3. CLIN 5 — Start-up and Implementation (one-time). Includes integration with the Participating Entity's authorized inmate communications systems, initial security and compliance configuration, and initial user provisioning. Master Agreement Price: included at no additional cost above CLINs 1 through 3. Agentic AI with Enhanced Identity Data Sources is offered as an additional line item where requested by the Participating Entity. MSRP: $8,000. Master Agreement Price: $5,000. Discount applied: 37.50 percent off MSRP.	
75	Option 2: Percentage Discount from Catalog or Published Rate Card	If proposed pricing is percentage discount off a catalog or category of offerings, Proposer must submit: A. a percentage discount(s); and B. either (1) an active URL to a current published online catalog, OR (2) a complete price file with current pricing.	◉ Yes ○ No	LEO Technologies offers a structured percentage discount off its published MSRP rate card to all Participating Entities under the Sourcewell master agreement. The base discount applied to each line item that carries a published MSRP (Audio AI Translation and Monitoring; Agentic AI with Enhanced Identity Data Sources) is 37.50 percent off the published list price. Messaging AI Translation and Transcription does not carry a separate MSRP — it is included at no additional charge with the Audio AI line item (the GSA-equivalent rate). Additional volume-tier discounts apply per order as documented in Line Item 65. The complete current pricing file with MSRP, discounted Master Agreement Price, and volume-tier discount schedule is uploaded with this proposal in the Pricing document upload field. The published rate card is maintained by LEO Technologies and will be updated under the Product and Price Changes	*

				provisions of the Sourcewell Master Agreement (Article II, Product and Price Changes Requirements).	
76	Option 3: Subscription and Consumption-Based Pricing	If proposed pricing is subscription or consumption based pricing, Proposer must submit: A. the pricing unit (e.g., per user/month, per API call, etc.); B. not-to-exceed rate per unit; and C. if proposed pricing includes a percentage discount, provide that discount and describe its application. Note: Where consumption pricing is tiered, all tiers must be disclosed.	(●) Yes ( ) No	Verus's primary consumption components are priced per unit of communications processed, which aligns with Sourcewell's subscription-and-consumption pricing model. The pricing units and not-to-exceed rates per unit are: Audio AI Translation and Monitoring — pricing unit: one minute of authorized inmate communications processed. Not-to-exceed Master Agreement rate: $0.05 per minute. Volume-tier discounts apply per order as documented in Line Item 65, with additional per-unit discounts ranging from 4.00 percent at 250 million minutes per order up to 9.00 percent at 750 million minutes per order. Messaging AI Translation and Transcription — included at no additional charge with the Audio AI Translation and Monitoring component above; not separately metered or invoiced. Platform Subscription — pricing unit: per Participating Entity per year (with unlimited end-user licenses). Standard Master Agreement Price for typical Participating Entity configurations is included at no additional cost above the per-minute consumption pricing. Where a Participating Entity requires an entirely separate platform subscription independent of consumption (for example, a non-corrections use case), the platform subscription is priced separately and disclosed on the Pricing Sheet. The consumption pricing applies uniformly across all Participating Entities under the Sourcewell master agreement; the volume-tier discounts are disclosed in full on the Pricing Sheet (per Sourcewell's requirement that all tiers be disclosed when consumption pricing is tiered).	*
77	Option 4: Managed Services and Recurring Fees	If proposed pricing is managed services and recurring fees, Proposer must submit: A. billing basis; B. scope of included services; C. any assumptions, limitations, tiers, minimums, or other conditions affecting the proposed pricing (i.e. pricing per month, per environment, per model, per user, etc.); and D. if proposed pricing	( ) Yes (●) No	LEO Technologies does not propose a separate Managed Services and Recurring Fees pricing model under this Proposal. Operational support functions (incident response, model monitoring, customer success management, account management, ongoing user training) are bundled into the Verus platform subscription and the per-minute consumption pricing at no additional cost — they are not priced as separate managed-services line items. The bundling approach is consistent with LEO Technologies' Primary Lot selection (Lot 1: AI Products and Platforms) and with the Verus commercial structure.	*

		includes a percentage discount, provide that discount and describe its application.			
78	Option 5: Time-and-Materials Rates	If proposed pricing is based on time and material rates, Proposer must submit: A. not-to-exceed hourly or daily rates by role, labor category, or service type; and C. if proposed pricing includes a percentage discount, provide that discount and describe its application.	○ Yes ◉ No	LEO Technologies does not propose Time-and-Materials pricing under this Proposal. Verus is a commercial SaaS platform offered under a subscription-and-consumption pricing model (Options 1, 2, and 3 above). Time-and-Materials pricing would be inconsistent with the platform's commercial delivery model and is not part of LEO Technologies' standard go-to-market.	*
79	Option 6: Outcome- or Transaction-Based Pricing	If proposed pricing is outcome- or transaction-based, Proposer must submit: A. unit of outcome; B. not-to-exceed rate per unit; C. any volume thresholds that affect per-unit pricing; and D. if proposed pricing includes a percentage discount, provide that discount and describe its application.	○ Yes ◉ No	LEO Technologies does not propose Outcome- or Transaction-Based pricing under this Proposal. While Verus's consumption pricing is denominated per unit of communications processed (per minute, per word or per message), the rate is not contingent on an outcome metric (such as an alert generated, a report produced, or an investigative outcome). Tying pricing to outcome metrics in a criminal justice intelligence context would create incentive structures inconsistent with LEO Technologies' Responsible AI governance posture (Table 7B Line Item 92), which requires human authority over consequential decisions and discourages financial incentives that could bias model output.	*
80	Option 7: Other	If proposed pricing does not fit within the models above, Proposer must fully describe their pricing model.	○ Yes ◉ No	Not applicable. The combination of Options 1, 2, and 3 above (Line-Item Pricing, Percentage Discount from Catalog, and Subscription and Consumption-Based Pricing) fully describes the Verus commercial pricing structure.	*

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

Table 6C: Pricing Offered

#	The Pricing for this Proposal is: *	Specify the basis for the pricing offered, include unique circumstances or justifications	
81	As good as or better than pricing typically offered through our existing cooperative contracts, state contracts, or agencies.	Basis and justification: The Sourcewell Master Agreement Price applied to all priced line items mirrors LEO Technologies' GSA Multiple Award Schedule rate (contract 47QTCA26D001H), under which Verus is offered at a 37.50 percent discount off published MSRP. The same rate is in effect under LEO Technologies' three active Texas Department of Information Resources cooperative purchasing contracts (DIR-CPO-5165, DIR-CPO-5293, and DIR-CPO-6149). The per-order volume-tier discounts described in Line Item 65 — providing additional discounting up to 9.00 percent at 750 million minutes per order — are offered to Sourcewell Participating Entities on the same terms applied under the GSA MAS and Texas DIR contracts. The Sourcewell rate therefore provides Participating Entities with full parity to the federal government's negotiated rate and to the State of Texas's cooperative purchasing rate, across both base pricing and volume-tier discounts. Compared to LEO Technologies' standard market pricing (without cooperative discounts, volume discounts, or special incentives), the Sourcewell rate is substantially better. The bundling of Implementation, Training, Account Management, Maintenance, and Software Upgrades at no additional cost (Line Items 64 and 70) further reduces the Participating Entity's total cost of acquisition compared to an unbundled commercial pricing approach.	*

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

Indicate below if the listed Lots and Lot subcategories are offered within your proposal. Provide additional comments in the text box provided, as necessary.

#	Lot Description	Lot Subcategory	Offering? *	Comment *	
82	Lot 1: AI Products and Platforms If the proposer's primary deliverable is a technology product, such as an AI platform, infrastructure system, or software solution that Participating Entities procure and operate, the proposer should respond under Lot 1: AI Products and Platforms.		(•) Yes ( ) No	LEO Technologies' primary deliverable under this Proposal is Verus, a proprietary, cloud-native AI investigative intelligence platform designed for purchase and operation by Participating Entities in the public safety and corrections sector. Verus is offered as a single-tenant SaaS solution on Amazon Web Services (AWS) commercial cloud infrastructure and is operationally embedded across 250+ correctional facilities and 224+ agencies, processing 5.3+ billion minutes of authorized communications to date.	*

83		AI Platforms and Infrastructure	◉ Yes ○ No	Verus is a purpose-built AI platform within the meaning of RFP Section II.B. It hosts and serves proprietary AI models for transcription, translation, semantic analysis, lexicon-based detection, link analysis, and risk-based triage; provides development and deployment tooling including model versioning, performance management, and lifecycle management; orchestrates AI capabilities across enterprise systems; and delivers AI-enabled functionality designed for the corrections and law enforcement operational domain. Verus operates as a distinct, separately-procured technology independent of any single enterprise software application and integrates with existing inmate communications systems through documented REST APIs.	*
84		Intelligent Automation Platforms and Agentic AI	◉ Yes ○ No	Verus includes agentic AI capabilities that operate across enterprise systems independent of any single software application. Verus' agentic AI functions as a digital investigative partner that plans, executes, and adapts across multi-step investigative workflows, maintaining continuous overwatch on incoming communications 24/7/365, cross-referencing multiple authorized data sources, and pushing proactive alerts on emerging risks. Capabilities include autonomous correlation of large datasets, automated triage and queuing of items for human review, and document intelligence and multimodal processing of unstructured data at enterprise scale. Generative AI with human-in-the-loop validation supports summarization and decision support while preserving traceability back to source audio and transcript.	*
85	Lot 2: AI Professional Services If the proposer's primary deliverable is human expertise, including advisory, consulting, implementation, or managed services, the proposer should respond under Lot 2: AI Professional Services.		○ Yes ◉ No	LEO Technologies' Primary Lot is Lot 1: AI Products and Platforms. Verus is delivered with standardized complementary enablement, onboarding, training, governance, and operational support services bundled into the platform subscription at no additional cost; these include dedicated Account Manager and Verus Specialist personnel, 24/7 escalation support, and ongoing user training and account management. Consistent with RFP Section II.B and Addendum 4 Q1, those complementary services accompany the Lot 1 platform offering and are not proposed as standalone AI professional services under Lot 2.	*
86		AI Strategy, Governance, and Enterprise Transformation	○ Yes ◉ No	Not offered as a standalone Lot 2 service. LEO Technologies' deliverable is the Verus platform (Lot 1); strategy, governance, and transformation services are not proposed separately under this category.	*
87		AI-Enabled Managed	○ Yes ◉ No	Not offered as a standalone Lot 2 service. Operational support functions (incident response, model monitoring,	*

		Services		customer success management, and account management) are bundled into the Verus platform subscription at no additional cost; they are not proposed as separate Lot 2 managed services.	
88		AI Software Development and Engineering	○ Yes ◉ No	Not offered as a standalone Lot 2 service. LEO Technologies develops and engineers the Verus platform; the platform is delivered as a commercial SaaS product under Lot 1 rather than as custom software development services.	*
89	Lot 3: Integrated AI Delivery If (a) the proposer delivers both AI technology and AI professional services as a unified commercial offering, (b) serves as the single accountable party for both under one contract, and (c) maintains primary responsibility for the design, integration, performance, and delivery of the integrated AI solution, and remains fully accountable for outcomes, even when third-party components are used, the proposer should respond under Lot 3: Integrated AI Delivery.		○ Yes ◉ No	LEO Technologies' Primary Lot is Lot 1: AI Products and Platforms. While Verus is delivered together with bundled professional support services, that bundle is offered as a single commercial AI platform subscription under Lot 1, not as a standalone integrated services-plus-platform engagement under Lot 3. Per RFP Section II.B, Lot 3 is reserved for proposers whose business model is the unified commercial delivery of both AI technology and AI professional services as integrated components under one contract; LEO Technologies' principal line of business is the Verus AI platform.	*

Table 7B: Responsible AI & Governance (175 Points)

All questions apply to all Lots. Proposers should tailor responses to reflect their role as a product/platform provider, services provider, or integrated delivery provider.

#	Question	Response *	
90	Describe your approach to data ownership, usage, and retention. Include: • Data sources and ingestion methods, including whether data is	Verus operates on data that the Participating Entity authorizes for processing — primarily inmate communications (audio and messaging) and supporting metadata originating from the agency's authorized inmate communications systems and telecommunications providers. LEO Technologies does not introduce third-party data into the Verus environment and does not solicit, ingest, or process data that is not provided by or authorized by the Participating Entity. Outputs generated within Verus — transcripts, translations, alerts, semantic indexing, and	*

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

	provided by the Participating Entity, third parties, or generated within the system; • Whether Participating Entity data or outputs are used for model training, improvement, or fine-tuning (default vs opt-in and conditions); • Data retention and deletion practices; • Ownership of outputs; and • If applicable, how you advise clients on establishing these policies.	analyst reports — are derived strictly from the Participating Entity's authorized data. LEO Technologies does not use Participating Entity data, outputs, prompts, or interactions to train, fine-tune, or improve foundation models for the benefit of other customers. This is the default posture in every Verus engagement, not an opt-in. Each Participating Entity's data remains logically segregated in a single-tenant SaaS environment and is never pooled across customers for model training or any other purpose. Retention is configured to align with each Participating Entity's records-management and evidentiary requirements, which in corrections and law enforcement environments are typically set by state retention schedules and the Participating Entity's policy. LEO Technologies supports configurable retention windows on ingested communications, derived transcripts, generated reports, and audit logs. At contract conclusion or upon written request, LEO Technologies will export and securely delete Participating Entity data in accordance with the Participating Entity's instructions and the executed master agreement. The Participating Entity owns all data it provides and all outputs that Verus generates from that data, including transcripts, translations, reports, alerts, configurations, and audit records. LEO Technologies acts strictly as a service provider and asserts no ownership claim over Participating Entity data or derived outputs. This default position is consistent with the law enforcement and corrections chain-of-custody requirements Verus is designed to support.	
91	Describe how your solution or services support AI and data sovereignty. Include: • Where data is stored, processed, and transmitted; • Whether any data, metadata, or model interactions are subject to foreign jurisdiction or legal access (e.g., through ownership, hosting, or subprocessors); • Ability to ensure that AI models and inference processing remain within defined geographic or jurisdictional boundaries; • Ability to restrict data to specific jurisdictions; • Support for on-prem,	Verus operates exclusively within Amazon Web Services (AWS) commercial cloud, US regions. All Participating Entity data — at rest, in transit, and during AI inference — remains within US AWS regions. No Participating Entity data, metadata, or model interactions are routed to non-US jurisdictions, foreign subprocessors, or offshore inference endpoints. Network transmission uses TLS 1.2 or higher with AWS-managed FIPS-validated cryptographic endpoints, and data at rest is encrypted using AWS Key Management Service with FIPS 140-2 Level 3 validated hardware security modules. LEO Technologies is a US entity headquartered in Austin, Texas. AWS commercial cloud, the underlying infrastructure-as-a-service provider, is a US entity and provides FedRAMP Moderate–authorized infrastructure. LeoTech is currently in the process of pursuing FedRAMP authorization for Verus at the application layer. Verus does not currently route any production workload through non-US subprocessors. LEO Technologies is not subject to extraterritorial data-access regimes that would expose Participating Entity data to foreign legal access through ownership, hosting, or subprocessor relationships. Verus's AI inference, transcription, translation, semantic analysis, and lexicon-based detection are performed within the same US AWS regions as the customer's data residency. No model interaction is offloaded to foreign-hosted inference endpoints or third-party large language model providers operating outside the US. Where Verus uses commercially	*

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

	private cloud, or restricted environments; and • If applicable, how you enable clients to meet these requirements.	licensed AI components, those components are configured to operate within LEO Technologies' US-resident AWS environment. Because Verus is delivered as a single-tenant SaaS environment to each Participating Entity, with logical and infrastructure-level data segregation, US-only data residency and US-only processing are met by default in current architecture. Verus's primary commercial delivery model is single-tenant SaaS on AWS commercial cloud. For agencies with elevated sovereignty or restricted-environment requirements, LEO Technologies offers three documented data-handling and processing models: a Government-Controlled Secure Processing Environment configured as an agency-specific isolated enclave; a Secure Vendor Portal with multi-factor authentication, TLS 1.2 or higher, IP allowlisting, and automatic deletion; and an API-Based Streaming model using HTTPS / TLS 1.2 or higher with JSON or XML payloads, suitable for high-volume real-time integrations within the Participating Entity's controlled perimeter.	
92	Describe your organization's Responsible AI governance framework. Include: • Policies governing AI development, deployment, or advisory services; • Roles and oversight (e.g., ethics boards, risk committees); • How governance is enforced; and • How governance policies align with applicable legal, regulatory, and sector-specific requirements, including those relevant to highly regulated industries.	LEO Technologies operates Verus under a documented Responsible AI posture grounded in three principles: human authority over consequential decisions, traceability of every output back to source evidence, and operation within established legal and policy frameworks for criminal intelligence systems. AI outputs in Verus are designed to assist rather than replace trained agency personnel. Every AI-generated alert, summary, or report is reviewed by either a LEO Technologies Verus Specialist or the Participating Entity's designated analyst before action is taken. Verus is operated in alignment with applicable security and regulatory frameworks. For Participating Entities operating criminal intelligence or law enforcement systems, this includes 28 CFR Part 23 (Criminal Intelligence Systems Operating Policies). Across all deployments, Verus is operated in alignment with the CJIS Security Policy where CJIS data is involved, SOC 2 Type II audit standards, the Texas Risk and Authorization Management Program (TX-RAMP Level 1), CIS Controls v8.1 (mapped to NIST SP 800-53 Rev. 5 Moderate baseline), FIPS 140-2 validated cryptography via AWS Key Management Service and AWS FIPS endpoints. All LEO Technologies personnel with access to customer data are CJIS-trained and background-checked. LEO Technologies maintains internal review by senior technical leadership for material changes to AI models, detection logic, or analytic capabilities deployed to production. The Chief AI and Data Officer holds accountability for AI model lifecycle decisions. The DevOps and engineering teams monitor production model behavior continuously, and the customer-facing Account Manager and Verus Specialist teams provide a feedback channel from operational analysts back into model improvement priorities. Governance is enforced through controlled model deployment with versioning and rollback capability, immutable audit logs covering ingestion through analyst review through export and administrative actions, role-based access control with separation of duties and least-	*

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

		privilege design, mandatory CJIS and security training for all personnel with access to customer data, and periodic third-party assessment under the SOC 2 Type II audit cycle. Because LEO Technologies' core customers are state and federal corrections, law enforcement, and public safety agencies, the governance framework is calibrated for the highest-sensitivity use of AI in highly regulated environments.	
93	Describe how you identify, assess, and mitigate risks associated with AI. Include: • Bias detection and mitigation; • Ongoing monitoring in production or client environments; • Incident response and escalation processes; and • Consideration of regulatory, legal, or compliance risks in addition to technical risks.	Verus is trained and operated for the discrete, well-defined task of transcribing, translating, and analyzing authorized custodial communications for investigative indicators. LEO Technologies addresses bias risk through multi-language model coverage across more than one hundred languages to reduce English-centric bias in non-English-speaking populations, AI-assisted search that suggests related terms, slang variants, and misspellings to reduce missed detections that disproportionately affect speakers of regional or non-standard dialects, human review of every actionable AI output by trained analysts before any operational action is taken, and ongoing accuracy monitoring against ground-truth review of flagged events. The Verus mental-health-risk analytics have produced more than 2,966 mental-health reports across the customer base lifetime, supporting agency wellness, suicide prevention, and at-risk-individual identification workflows. LEO Technologies' DevOps team continuously monitors model performance, throughput, and error rates in production. Capacity is autoscaled to maintain consistent inference latency as customer data volume fluctuates. Operational anomalies in model output — for example, unexpected drops in transcription confidence, a surge in low-confidence translations, or a spike in false-positive alerts — generate internal alerts that route to engineering for triage. Verus Specialists embedded in customer accounts provide ground-truth feedback that informs model tuning priorities. LEO Technologies maintains a documented Incident Response Plan with defined escalation and notification procedures. Security incidents, data-handling incidents, and AI output incidents — for example, a material false-positive cluster or a translation regression — are tracked through the documented response process. Customer-impacting incidents trigger notification to the Participating Entity within timelines established by the master agreement, and the plan covers detection, containment, eradication, recovery, and post-incident review. LEO Technologies routinely assesses Verus deployments against the legal regimes governing the Participating Entity's use of the data. For criminal justice and law enforcement deployments, this includes 28 CFR Part 23 (Criminal Intelligence Systems Operating Policies), the CJIS Security Policy, state public-records and retention laws, evidentiary chain-of-custody requirements, and federal Martha Wright-Reed Act provisions that separate investigative analytics from telecommunications billing. For deployments in other regulated sectors that Sourcewell Participating Entities operate within, the equivalent applicable framework is identified at engagement scoping and reflected in the operational	*

		configuration. New analytic capabilities are reviewed against the applicable regulatory backdrop before being deployed to production. More than 27,000 actionable public-safety reports have been produced via Verus across its customer base, with zero legal challenges to the underlying analytic chain of custody.	
94	Describe how your AI solutions or implementations provide transparency and explainability. Include: • Information available to users and administrators; • Availability of logs, audit trails, or documentation to support compliance or regulatory review; • Auditability of outputs or model behavior; and • Known limitations.	Every AI-generated output in Verus — alert, report, transcription, translation, semantic match — includes the source linkage and the rationale that triggered the output. Users can inspect the originating audio segment or message, the transcribed and, where applicable, translated text, the specific keyword, phrase, lexicon, or pattern that produced the match, and the time, channel, and metadata context of the source communication. Administrators have visibility into user activity, search history, model output, alert review status, and export history through role-appropriate dashboards. Verus produces immutable audit logs covering data ingestion events, model inference activity, analyst search and review and tagging actions, report generation, export and download events, and administrative actions including account creation, permission changes, and configuration changes. Logs are retained in accordance with the Participating Entity's policy and are available for export to support internal audit, legal discovery, and regulatory inspection. This audit posture supports compliance with the sector-applicable framework for each deployment, including 28 CFR Part 23 evidentiary requirements for criminal intelligence deployments, CJIS Policy logging requirements where CJIS data is involved, SOC 2 Type II control objectives across all deployments, and state public-records review. Every flagged event in Verus preserves a lifetime traceability link back to its source audio or transcript, so that a downstream reviewer — a supervisor, an internal-affairs officer, a defense attorney during evidentiary review, or an auditor — can independently re-listen to the original communication, re-read the original transcript, and verify the AI conclusion against the source. Reason codes accompany high-confidence alerts so the analyst sees why the system flagged the event, whether through a specific lexicon, a sentiment threshold, or a pattern match. This produces a defensible chain of custody, evidenced by more than 27,000 reports produced lifetime that have withstood zero legal challenges to the underlying analytic chain. Verus's AI capabilities are calibrated for the specific task of analyzing custodial communications in a corrections or law enforcement intelligence context. Verus is not designed for, and should not be used as, an autonomous decision-maker in any operational or judicial proceeding. Speech-to-text accuracy varies with audio quality and dialect, and translations and semantic analyses across more than one hundred languages exhibit performance variation by language and domain. LEO Technologies is transparent about these limitations with customers and trains end users to operate Verus as a decision-support capability with human review at the operational decision point.	*
95	Describe how human oversight is incorporated	Verus is designed as an investigative force multiplier, not an autonomous decision system. Two complementary human oversight patterns are built	*

	into your AI solutions or implementations you support. Include: • Human-in-the-loop or oversight mechanisms; • Ability for Participating Entities to intervene or override; and • Configurability of controls.	into the operating model. The human-on-the-loop pattern preserves ultimate decision authority with investigators and analysts: AI surfaces candidate events and humans decide whether to act, escalate, or refer. The human-in-the-loop validation pattern operates at the output tier: every high-confidence alert or generative AI output (call summary, lead highlight, translation) preserves a source link back to the original audio or transcript so that a Verus Specialist or agency analyst can validate the AI conclusion before the alert is published, the lead is acted upon, or the summary is incorporated into an investigative report. LEO Technologies operationally embeds this oversight pattern through the Verus Specialist role — a trained subject-matter expert dedicated to each customer account who performs human review of AI outputs before they reach the agency's investigators in actionable form. For high-volume Participating Entities, this is supplemented by Account Managers who manage workflow, training, and quality assurance. Participating Entities retain full control over their Verus environment. They can approve or reject AI-generated alerts before action, configure or disable individual detection rules, lexicons, or Continuous Monitors, require manual review for specific categories of communications or flagged events, restrict outputs from being delivered to designated stakeholders pending supervisor approval, export underlying source material for independent re-review, and terminate a generated report or take corrective action where the analyst disagrees with the AI conclusion. Verus exposes a configurable control surface for each Participating Entity, including detection sensitivity, lexicon definitions and themes, Continuous Monitor scope, alert routing and recipient lists, retention windows, export permissions, and role-based access boundaries. Configuration changes are logged in the audit trail and tied to the administrator who made the change.	
96	Provide one example where your responsible AI controls identified or mitigated a risk in a live deployment or client engagement. Include: • Context; • What triggered the control; • Whether the risk had regulatory, legal, or compliance dimensions and how those were addressed; and • Outcome and corrective action.	On January 1, 2025, a terrorist attack was carried out in New Orleans, Louisiana. LEO Technologies' Verus platform was deployed and activated in New Orleans to support the federal investigative response. Additionally, other LEO Technologies customer accounts were searched to support the investigative effort, in coordination with federal investigators and partner agencies. The federal investigative task required rapid, large-scale analysis of authorized inmate and custodial communications data across multiple correctional populations to identify any signal of pre-attack coordination, knowledge of the attack, or post-attack reaction that could connect persons of interest to the event. Verus's human-in-the-loop validation pattern and source-linkage architecture were the critical responsible-AI controls in this engagement, because every AI-surfaced candidate event had to be human-validated against the source audio before it could be reported to federal investigators. False positives in this context would have caused operational harm — misdirected investigative resources and potential mischaracterization of inmates not involved in the attack. The response required strict compliance with the regulatory frameworks	*

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

		applicable to the source data. Because the underlying communications were generated and held at state and county custodial facilities, compliance was anchored to the state and local records-handling requirements governing custodial communications at the participating facilities. Verus's audit logging and source-linkage architecture preserved the chain of custody for every artifact produced from the analysis. The investigation searched a corpus of 544,799,109 archived authorized communications across the New Orleans deployment and other supporting LEO Technologies customer accounts, executed 334 targeted searches, identified 97 unique phone numbers of investigative interest, and — with a 26-person response posture — produced 12 actionable intelligence reports that were delivered to federal investigators. Federal warrants were subsequently executed and multiple indictments resulted from the investigative work product. Critically, the human-in-the-loop validation pattern operated correctly throughout: every such report was reviewed and validated by a LEO Technologies Verus Specialist against the source material before publication, and no AI-generated artifact was passed forward without human review.	
97	Describe how your organization handles situations where an AI system produces materially incorrect, harmful, or non-compliant outputs in a production environment. Include: • Detection mechanisms; • Notification protocols; • Responsibility for remediation; • Contractual or service-level implications; and • Any regulatory or legal notification requirements supported (e.g., breach or incident notification timelines).	LEO Technologies detects materially incorrect, harmful, or non-compliant AI outputs through three complementary channels. The human-in-the-loop validation pattern at the Verus Specialist tier reviews every actionable AI output against source evidence before it reaches an agency investigator in actionable form. Continuous production monitoring by LEO Technologies' DevOps and engineering teams surfaces anomalies in model output — confidence-score drift, false-positive surges, transcription accuracy regression, translation quality degradation. Customer feedback channels through the dedicated Account Manager and Verus Specialist relationships allow a Participating Entity to flag any output that appears materially incorrect, biased, or non-compliant with their policy. Upon detection of a materially incorrect, harmful, or non-compliant output, LEO Technologies notifies the affected Participating Entity through the established escalation channel: Account Manager to Director of Operations or equivalent senior LEO Technologies contact to Chief AI and Data Officer. Notification timelines for security incidents, data-handling incidents, and AI output incidents are governed by LEO Technologies' Incident Response Plan and the executed master agreement. Where the Participating Entity's use case is subject to a sector-specific framework, a notification is provided within the timelines required by that applicable framework and the contract. LEO Technologies holds primary responsibility for remediating materially incorrect, harmful, or non-compliant outputs originating from the Verus platform. Remediation actions include immediate withdrawal of the affected output where appropriate, root-cause analysis covering model behavior, configuration, data ingestion, and user workflow, corrective change to model configuration, detection logic, or governance controls, regression testing before re-deployment, and post-incident review with the affected Participating Entity.	*

		Master agreements with Participating Entities specify uptime and service-level commitments. LEO Technologies operates Verus at 99.99 percent platform uptime in production. Where a materially incorrect output causes an operational consequence to the Participating Entity, LEO Technologies works with the Entity under the master agreement to address the consequence, including, where appropriate, corrective service action at no additional cost, expedited engineering remediation, and the contractual remedies provided in the executed agreement. LEO Technologies supports the Participating Entity's compliance with any breach- or incident-notification obligation that may be triggered. For CJIS-covered incidents, notification follows CJIS Security Policy and the Participating Entity's CJIS Systems Officer requirements. For incidents that may involve sensitive personally identifiable information, notification supports the timelines established by the executed master agreement, applicable state breach-notification laws, and federal incident-reporting requirements where federal data is involved. LEO Technologies' historical record across more than 27,000 actionable reports produced in production has zero legal challenges to the analytic chain of custody.	
98	Describe your standard approach to intellectual property, data portability, and exit rights for Participating Entities. Include: • Your typical position on ownership of custom configurations or implementations; • Whether Participating Entities receive a license to continue using configurations after an engagement concludes; • How you support data portability at contract expiration; • Whether Participating Entity data (including logs, prompts, and outputs) can be fully exported without restriction and in what format; and • Any limitations related to data location, transfer, or jurisdiction during or after contract termination. Where your standard	LEO Technologies does not claim ownership of Participating Entity-specific configurations, lexicons, Continuous Monitor definitions, alert routings, or any other agency-specific setup performed within the Verus platform. These configurations are derived from and tailored to the Participating Entity's operational priorities and policy; they belong to the Participating Entity and are preserved for export. LEO Technologies retains intellectual property in the underlying Verus platform, including the proprietary speech analytics models covered by patents 10,742,799, 11,258,895, 11,587,027 B2, and 11,838,440, but does not assert ownership in customer-specific configurations layered on top of the platform. Where a Participating Entity wishes to continue using configurations or analytic artifacts after a contract concludes, LEO Technologies works in good faith with the Entity to export those artifacts in a format that supports re-use. The proprietary Verus platform itself is a licensed SaaS offering; the license to continue operating the platform requires continuation of an active subscription, but the Entity-owned configurations and content can be exported for use in successor systems. LEO Technologies supports Participating Entity data portability at contract expiration. Standard data export includes raw and processed transcripts, translation outputs, generated reports, audit logs, agency-specific configurations (lexicons, monitors, recipient routings, retention settings), and underlying source audio and message data where the Participating Entity provided it. Export formats are coordinated with the Entity in advance and typically include common interoperable formats — CSV, JSON, XML, and standard audio formats for source media. LEO Technologies does not impose contractual restrictions on the Participating Entity's right to export its own data and outputs, including logs, prompts entered by Entity personnel, and AI-generated outputs.	*

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

	commercial terms differ from what you would negotiate for public sector clients, please describe the range of flexibility available.	Export is provided in machine-readable formats. Where a successor system is identified, LEO Technologies will work with the Entity to support the transfer. Data export and post-termination data handling are performed within the same US AWS regions where the data was hosted in production. LEO Technologies does not transfer Participating Entity data to non-US jurisdictions for export processing. After the export-and-deletion protocol is complete, with timing specified by the master agreement, the Participating Entity's data is securely deleted from Verus storage in accordance with documented destruction procedures. The default commercial terms summarized above are already structured for public-sector use. Where a Participating Entity has additional requirements — specific records-retention horizons, expanded breach-notification commitments, or jurisdiction-specific data-handling addenda — LEO Technologies works with the Entity within the framework of the Sourcewell master agreement to accommodate those requirements where they are consistent with the underlying technical architecture and applicable regulatory frameworks.	

Exceptions to Terms, Conditions, or Specifications Form (Not Scored)

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

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

Table 9: Selected Bid Pricing Line Items ****NOT SCORED****

Please fill out table as able. This table is not scored but will be used to prepare competitive solicitation documentation. If you do not offer these products, no pricing is required.

☑ We will not be submitting for Table 9: Selected Bid Pricing Line Items ****NOT SCORED****

#	Bid Item	UOM (Unit of Measurement)	Estimated High Cost	Estimated Low Cost
100	Enterprise AI assistant			
101	Foundation model - API input usage			
102	Foundation model - API output usage			
103	Document intelligence / OCR processing			
104	Grounding / enterprise search requests			
105	AI/ML engineering services			
106	Solution architecture / integration services			
107	Program / governance / change management services			

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 - LeoTech_Pricing Sheet_RFP 061726.xlsx - Wednesday June 17, 2026 09:05:32
- Financial Strength and Stability - LeoTech_D&B Profile_RFP 061726.pdf - Wednesday June 17, 2026 09:06:04
- Marketing Plan/Samples - Marketing Samples.zip - Wednesday June 17, 2026 09:11:22
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Standard Transaction Document Samples.zip - Wednesday June 17, 2026 09:11:39
- Requested Exceptions (optional)
- Upload Additional Document (optional)

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

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. - John Prelip, Vice President of Administration, LEO Technologies, LLC

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

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

○ **Yes** ◉ **No**

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

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

Docusign Envelope ID: CEDA4492-17EC-82C3-8274-BA3EF5AB0E0F

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_14_Enterprise_Artificial_Intelligence_RFP061726 Thu June 11 2026 08:33 AM	☑	46
Addendum_13_Enterprise_Artificial_Intelligence_RFP061726 Mon June 8 2026 02:18 PM	☑	3
Addendum_12_Enterprise_Artificial_Intelligence_RFP061726 Fri June 5 2026 04:39 PM	☑	8
Addendum_11_Enterprise_Artificial_Intelligence_RFP061726 Thu June 4 2026 04:20 PM	☑	18
Addendum_10_Enterprise_Artificial_Intelligence_RFP061726 Mon June 1 2026 12:14 PM	☑	18
Addendum_9_Enterprise_Artificial_Intelligence_RFP061726 Wed May 27 2026 03:06 PM	☑	2
Addendum_8_Enterprise_Artificial_Intelligence_RFP061726 Tue May 26 2026 03:03 PM	☑	3
Addendum_7_Enterprise_Artificial_Intelligence Fri May 22 2026 01:39 PM	☑	2
Addendum_7_Enterprise_Artificial_Intelligence_061726 Fri May 22 2026 01:31 PM	☑	2
Addendum_6_Enterprise_Artificial_Intelligence_RFP061726 Tue May 19 2026 04:56 PM	☑	6
Addendum_5_Enterprise_Artificial_Intelligence Fri May 15 2026 03:01 PM	☑	12
Addendum_4_Enterprise_Artificial_Intelligence_RFP061726 Thu May 14 2026 07:57 AM	☑	13
Amendment_2_Enterprise_Artificial_Intelligence Tue May 12 2026 04:38 PM	☑	1
Addendum_3_Enterprise_Artificial_Intelligence_RFP061726 Wed May 6 2026 11:34 AM	☑	5
Addendum_2_Enterprise_Artificial_Intelligence_RFP061726 Fri May 1 2026 02:35 PM	☑	2
Amendment_1_Enterprise_Artificial_Intelligence Fri May 1 2026 10:22 AM	☑	1
Addendum_1_Enterprise_Artificial_Intelligence_RFP061726 Thu April 30 2026 04:20 PM	☑	2