



Solicitation Number: 090122

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Panasonic Connect North America, Division of Panasonic Corporation of North America, Two Riverfront Plaza, 9th Floor, Newark, NJ 07102-5490 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Law Enforcement Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 7, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. The warranties specific to each product will be addressed in the associated documentation at the time of purchase and in the case of conflict between the warranties in the product documentation and the warranties set out in this Contract, the warranties in the product documentation control. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales 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;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract 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. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract 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 the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. 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 and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship 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, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article 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. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract 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.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract 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 Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract 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. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *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 Contract.

Minimum Limits:

\$3,000,000 each occurrence Bodily Injury and Property Damage

\$3,000,000 Personal and Advertising Injury

\$4,000,000 aggregate for products liability-completed operations

\$4,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$3,000,000 each accident, combined single limit

4. *Umbrella Insurance*. Intentionally omitted.

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Upon renewal of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to include Sourcewell and its Participating Entities, including their 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 under the blanket endorsement. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors under the blanket endorsement. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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 the Canadian government, as applicable; 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 Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

B. 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 be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, 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 an award for all contracts by Sourcewell resulting from this procurement process, 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). Supplier certifies that during the term of this Contract will 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.

G. 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).

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 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. 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.

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 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.

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.

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.

O. 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 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 AND VIDEO SURVEILLANCE SERVICES OR 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.

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

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Panasonic Connect North America, Division
of Panasonic Corporation of North America

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

DocuSigned by:
Richard Elliott
549B07E1FBB7432...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
11/11/2022 | 6:27 AM CST
Date: _____

By: _____
Richard Elliott
Title: Vice President, Finance
11/10/2022 | 3:38 PM PST
Date: _____

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO
11/11/2022 | 6:49 AM CST
Date: _____

RFP 090122 - Law Enforcement Equipment

Vendor Details

Company Name: Panasonic Corporation of North America
Does your company conduct business under any other name? If yes, please state: Panasonic Connect North America, Division of Panasonic Corporation of North America
Address: Two Riverfront Plaza, 9th floor
Newark, NJ 07102
Contact: Karen Painter
Email: karen.painter@us.panasonic.com
Phone: 862-373-2103
Fax: 862-373-2103
HST#: 36-2786846

Submission Details

Created On: Thursday July 21, 2022 17:24:35
Submitted On: Wednesday August 31, 2022 15:01:37
Submitted By: Karen Painter
Email: karen.painter@us.panasonic.com
Transaction #: 63dcd0c-36a3-45d1-909c-9a63c4c14353
Submitter's IP Address: 165.225.216.226

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Panasonic Connect North America, Division of Panasonic Corporation of North America
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Panasonic Corporation of North America has the following: CAGE code: 61058 SAM Unique Entity ID HHUUYNX7A1S9
5	Proposer Physical Address:	Two Riverfront Plaza, 9th Floor, Newark, NJ 07102-5490
6	Proposer website address (or addresses):	https://na.panasonic.com/us/panasonic-connect
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Regina Tokar, Vice President, Business Operations, Panasonic Connect N.A. contracts@us.panasonic.com 1-800-344-2112
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Karen Painter, Sr. Bids Manager, Panasonic Connect N.A. Officing in Bedford, Texas karen.painter@us.panasonic.com cell 862-373-2103
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sandra Mondesir-Wyche, Sr. Contract Analyst, Paralegal Bid and Contracts/Business Operations, Panasonic Connect N.A. Two Riverfront Plaza, 9th Floor, Newark, NJ 07102-5490 sandra.mondesir@us.panasonic.com o 201-271-3226

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>In addition to what is summarized here, please refer to the uploaded PDF file, Panasonic Global Basic Business Philosophy.</p> <p>Panasonic Connect North America is a division of Panasonic Corporation of North America, however, on the global financial statements, reports it sales as part of the Panasonic Connect Business Unit. Panasonic Corporation of North America (PNA) is a wholly owned subsidiary of Panasonic Holdings Corporation, headquartered in Osaka, Japan.</p> <p>Panasonic manufactures electronics for many industries. Panasonic Corporation of North America is responsible for Panasonic's branding, marketing, sales, service, product development, and R&D operations in the United States. Panasonic Connect North America provides these functions for Panasonic's TOUGHBOOK® computer devices, video displays and projector systems, professional audio video solutions, food locker solutions, digital signage, and factory automation (robotic welding) product lines, many of which are proposed for this contract.</p> <p>Panasonic was founded in 1918 as Matsushita Electric Appliance Manufacturing.</p>

The company grew quickly offering many different products.

In 1929, Mr. Matsushita refused to dismiss anyone during the Great Depression and established our Basic Company Management Objective and Company Creed (the guiding concept that determines our company's direction):

Basic Management Objective

Recognizing our responsibilities as industrialists, we will devote ourselves to the progress and development of society and the well-being of people through our business activities, thereby enhancing the quality of life throughout the world.

Company Creed

Progress and development can be realized only through the combined efforts and cooperation of each employee of our company. United in spirit, we pledge to perform our corporate duties with dedication, diligence, and integrity.

In 1932, our corporate mission was determined:

"Our mission as industrialists is to overcome poverty and bring wealth to society. Only for this purpose will companies be allowed to prosper."

Meaning that like tap water in Japan at that time, which would flow freely from the faucet, the price of goods should be as low as possible. In other words, eliminating poverty will be accomplished by producing an inexhaustible supply of goods.

To achieve this mission, our founder set forth a 250-year plan, consisting of ten successive phases of 25 years, with the goal of achieving a "land of peace and prosperity," that is, an ideal society. "The mission of a manufacturer is to overcome poverty, to enrich society and to help people live more fulfilling lives".

In May 1933, Matsushita devised and instituted a system of autonomously managed corporate divisions, grouped according to the products they produced. They are reflected within our financial reports as Business Units.

Over the next few years, our seven core principles were solidified:

- **Contribution to Society:** We will conduct ourselves at all times in accordance with the Basic Management Objective, faithfully fulfilling our responsibilities as industrialists to the communities in which we operate.
- **Fairness and Honesty:** We will be fair and honest in all our business dealings and personal conduct. No matter how talented and knowledgeable we may be, without personal integrity, we can neither earn the respect of others, nor enhance our own self-respect.
- **Cooperation and Team Spirit:** We will pool our abilities to accomplish our shared goals. No matter how talented we are as individuals, without cooperation and team spirit we will be a company in name only 1951 After World War II, company was renamed to Matsushita Electric. Mr. Matsushita visited the United States of America and engaged with people of different economic backgrounds and industries.
- **Untiring Effort for Improvement:** We will strive constantly to improve our ability to contribute to society through our business activities. Only through this untiring effort can we fulfill our Basic Management Objective and help to realize lasting peace and prosperity.
- **Courtesy and Humility:** We will always be cordial and modest, respecting the rights and needs of others in order to strengthen healthy social relationships and improve the quality of life in our communities.
- **Adaptability:** We will continually adapt our thinking and behavior to meet the ever-changing conditions around us, taking care to act in harmony with nature to ensure progress and success in our endeavors.
- **Gratitude:** We will act out of a sense of gratitude for all the benefits we have received, confident that this attitude will be a source of unbounded joy and vitality, enabling us to overcome any obstacles we encounter.

In 1955, the company introduced its "PanaSonic" brand of audio speakers for markets outside of Japan. In 1959, Matsushita Electric Corporation of America was founded. From the 1960's onward, the company continued to grow globally and finally, on October 1, 2008, the company name was officially changed to Panasonic Corporation.

The proposed TOUGHBOOK line of computers was introduced in 1996. Panasonic invented the Rugged Computer product category and is proud to continue to lead the world in sales of rugged computing devices.

For pictures and more detail, please refer to our webpages that describe our history:

<https://holdings.panasonic/global/corporate/about/history.html>

11	What are your company's expectations in the event of an award?	In addition to increasing sales for the proposed TOUGHBOOK and Audio Visual products, Panasonic Connect is soon introducing a new solution that we believe will be ideal for cities to provide to both their law enforcement agencies and their k-12 schools. Sourcewell will allow us to sell to both types of customers while offering those customers a way to avoid costly RFP processes.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Please refer the uploaded Dunn & Bradstreet report for Panasonic Corporation of North America (PNA), as well as the Investor Relations FY22 Panasonic Financial Summary, Panasonic Global Consolidated Financial Results as of 3-31-22, and the Consolidated Financial Results Supplemental as of 3-31-22, all for Panasonic Holdings Corporation headquartered in Osaka, Japan.</p> <p>In the Financial Summary, it shows Panasonic Holdings Corporation (Panasonic globally), reported net sales of 7,388.8 billion yen for its fiscal year ending March 31, 2022. Using an exchange rate of ¥112, this equates to US \$65.97 billion. Globally, Panasonic is financially strong and growing.</p> <p>As noted on page 7 of the Consolidated Financial Results Supplemental, the region consisting of North and South America accounted up 1,382.1 billion yen of the above reported number (USD\$12.34 billion). This indicates the region is stable and sales are high.</p> <p>As noted on page 2 of the Consolidated Financial Results Supplemental, the business unit, Mobility Solutions (where the proposed TOUGHBOOK line of products is included) had global net sales of 192.4 billion yen (US\$ 1.72 billion). This indicates the product segment is strong and in demand.</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>Panasonic Connect's TOUGHBOOK brand is the market leader in rugged computing devices, holding a majority of market share in the rugged computer product category.</p> <p>Panasonic invented the rugged computing category in 1996 and continues to the market today in quality and innovation.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	N/A. Panasonic Connect North America does not sell directly into the Canadian market. All Panasonic sales in Canada of the proposed products are handled through another PNA affiliate, Panasonic Canada Incorporated (PCI). Although we may be able to add PCI to any awarded contract, we were unable to align with them in time to include PCI on this proposal.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Neither Panasonic Connect North America or Panasonic Corporation of North America have ever petitioned for bankruptcy protection.	*
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>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?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Panasonic Connect North America is best described as a manufacturer. As an OEM technology manufacturer, Panasonic does not sell our products or services directly to our customers. Instead, we sell through a distribution channel with over 1300 Panasonic Authorized Resellers nationwide that offer the full range of proposed products and services that will meet or exceed the requirements of any agencies that use the Sourcewell program.</p> <p>In addition to our Authorized Resellers, Panasonic Connect has its own force of over 80 Account Managers, Inside Sales Representatives, and Channel Managers, as well as our own Panasonic-owned US-based service center that will support our Resellers and their customers in getting the products and services that best meet their needs. All Panasonic Sales and Service personnel are Panasonic employees. However, if installation services are purchased, those are performed by vetted, authorized subcontractors.</p>	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	For this particular RFP, Panasonic holds and has uploaded our Minnesota Department of Human Rights (MDHR) Equal Pay Certificate of Compliance. Additionally, since we make ourselves available to provide services nationwide, we work to ensure all required state licenses are kept up to date and maintained.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A. Neither Panasonic Connect N.A. or Panasonic Corporation of North America have been suspended or debarred.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Panasonic and our TOUGHBOOK Rugged Computing Devices have received the following industry awards and recognition since 2019:</p> <ul style="list-style-type: none"> • CRN 2022 Women of the Channel Awards (https://pages.thechannelco.com/CRNLists-and-Awards.html) • CRN 2021 Women of the Channel Awards • CRN 2020 Women of the Channel Awards • CRN 2019 Women of the Channel Awards • CRN 2021 Tech Innovator Awards • CRN 2020 Tech Innovator Awards • CRN 2018 Tech Innovator Awards • CRN 2017 Tech Innovator Awards • CRN 2022 Partner Program Guide • CRN 2021 Partner Program Guide • CRN 2020 Partner Program Guide • CRN 2019 Partner Program Guide • CRN 2022 Channel Chief Award • CRN 2021 Channel Chiefs Award • CRN 2020 Channel Chiefs Award • CRN 2019 Channel Chiefs Award • PC Magazine – Editor’s Choice Award: https://www.pcmag.com/reviews/panasonic-toughbook-55 • PC Magazine – Editor’s Choice Award: https://www.pcmag.com/reviews/panasonic-toughbook-40 • PC Magazine – Editor’s Choice Award: https://www.pcmag.com/reviews/panasonic-toughbook-33 • PC Magazine – The Best Rugged Laptops for 2022, as of May 3: https://www.pcmag.com/picks/the-best-rugged-laptops (Four in the top 12: TOUGHBOOK G2, 55, 33, 31) • TechRadar – Best Rugged Laptops of 2022, as of May 12, 2022: https://www.techradar.com/news/best-rugged-laptops (TOUGHBOOK 33 ranked #3) • TechRadar – Best Rugged Tablets of 2022, as of March 12, 2022: https://www.techradar.com/news/the-best-rugged-tablets (TOUGHBOOK A3 ranked #3) • ZDNet Best Rugged Laptops 2022, as of April 2022: https://www.zdnet.com/article/best-rugged-laptop/ <ul style="list-style-type: none"> o Best 2-in-1 Rugged: TOUGHBOOK G2 o Best Semi-Rugged: TOUGHBOOK 55 • ZDNet 5 Best Rugged Tablets for the Toughest Customers 2022, as of May 13, 2022: https://www.zdnet.com/article/best-rugged-tablet/ (TOUGHBOOK A3 ranked as the Best Oldest Generation Rugged Tablet) • ZDNet Best 2-in-1 Laptops 2022, as of March 29,2022: https://www.zdnet.com/article/best-2-in-1-laptop/ (TOUGHBOOK G2 ranked Best Rugged 2-in-1) • Window’s Central Best Rugged Laptop 2022, as of June 1, 2022: https://www.windowcentral.com/best-rugged-laptop (Top two ranked Rugged laptops) <ul style="list-style-type: none"> o TOUGHBOOK 33 ranked as the Best Overall o TOUGHBOOK 55 ranked as the Runner-Up • Window’s Central Best Laptop with a Removable Battery 2021: https://www.windowcentral.com/best-laptop-removable-battery (TOUGHBOOK 55 ranked Best Overall) • Window’s Central Best Business Laptops 2022, as of May 31: https://www.windowcentral.com/best-business-laptop (TOUGHBOOK G2 named Best Rugged) • Gold Award Winner of the Event Market in the B2B Roadshow Category https://www.eventmarketer.com/event/ex-awards-2022/ <p>Panasonic’s proposed projectors and video solutions products have been recognized as follows:</p> <p>2018</p> <ul style="list-style-type: none"> • R&S Staging System Award – Best Video Projector – PT-MZ670U Projector • AOA Builds – Best in Show at Digital Graffiti – PT-RZ21KU Projector • rAVe Best of InfoComm Award – Best Video Wall – TH-55LFV8 <p>2019</p> <ul style="list-style-type: none"> • Projector Central Best in Show 2019 InfoComm – PT-VMZ Series Projectors & PT-RQ22 Projector <p>2020</p> <ul style="list-style-type: none"> • AVNation Best of 2020 Awards • Projector Central 2020 Best of the Year • 2020 SCN Installation Production Award – PT-RCQ10 Projector

		<p>2021</p> <ul style="list-style-type: none"> • The EdTech Awards 2021 (Two Finalists) • Projection Expo 2021 Best of Show Awards • Projector Central 2021 Best of the Year Awards – PT-RCQ10 & PT-MZ880 Projectors <p>2022</p> <ul style="list-style-type: none"> • 2022 LAVNCH CODE Out of This World Experiences Award (Illuminarium honorable mention) • Church Production: Top 5 Products from InfoComm – PT-RQ25KU Projector <p>Best of NAB 2022</p> <ul style="list-style-type: none"> • Projector Central - Best of InfoComm 2022 – PT-VMZ71 Projector & PTRQ25KU Projector • Production HUB Awards of Excellence 2022 • Sound & Video Contractor – 2022 Innovation Product Award – PT-FRQ50U Projector & AW-UE50 PTZ Camera <p>Panasonic Corporation of North America itself has won the following awards:</p> <ul style="list-style-type: none"> • Certified Great Place to Work 2022-2023 • Minority Engineer Magazine Top 50 Employers 2018, 2021 • Woman Engineer Magazine Top 50 Employers 2018, 2020 • Interbrand Best Global Brands 2018-2019 • STEM Workforce Diversity Magazine Top 50 Employers 2018-2019 • Talent Board Candidate Experience Award 2018 • Achievers 50 Most Engaged Workplaces 2018 <p>See more here: https://careers.na.panasonic.com/ca/life-panasonic/awards</p>	
20	What percentage of your sales are to the governmental sector in the past three years	Panasonic Connect North America sales of the proposed products are approximately 62% to the governmental sector.	*
21	What percentage of your sales are to the education sector in the past three years	<p>Panasonic Connect North America sales of the proposed products are less than 5% to the education sector.</p> <p>Panasonic Connect will soon be releasing a new solution that will be used by the K-12 sector. We are hoping to use Sourcewell to reach that audience.</p>	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Panasonic has been supporting cooperative purchasing agreements and contracts for over 20 years. Please see the uploaded PDF document in the "additional documents" zipped folder, PANASONIC CONTRACT SALES that will detail the individual contracts. However, to summarize, Panasonic Connect holds 10 cooperative purchasing contracts with annual sales as follows:</p> <p>FY21: \$50,557,428.03 FY20: \$62,655,706.93 FY19: \$54,054,843.50</p> <p>Please note that Panasonic's fiscal year is April 1st - March 31st.</p>	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A. Panasonic Connect N.A. does not hold any GSA contracts or have Standing Offers and Supply Arrangements. All GSA contracts and SOSA contracts that sell Panasonic products are held by Panasonic Authorized Resellers.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Not Available	Not Available as all customers who are eligible to be Sourcewell participating entities are actually customers of our resellers and we do not have that information.	Not Available	*
Not Available	Not Available as all customers who are eligible to be Sourcewell participating entities are actually customers of our resellers and we do not have that information.	Not Available	*
Not Available	Not Available as all customers who are eligible to be Sourcewell participating entities are actually customers of our resellers and we do not have that information.	Not Available	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
United States Government	Government	District of Columbia - DC	Panasonic Connect N.A., through its reseller channel, sells rugged computing devices to all branches of the United States Department of Defense as well as Homeland Security and others.	Not available as all sales are handled by resellers and that is their confidential information	Panasonic averages over \$100 million in sales of the proposed products to the US Federal Government every year.
Not Available	Government	California - CA	Panasonic Connect N.A., through its reseller channel, sells rugged computing devices to the California Highway Patrol	Not available as all sales are handled by resellers and that is their confidential information	Not available as all sales are handled by resellers and that is their confidential information
Not Available	Government	Virginia - VA	Not available as all sales are handled by resellers and that is their confidential information	Not available as all sales are handled by resellers and that is their confidential information	Not available as all sales are handled by resellers and that is their confidential information
Not Available	Government	Pennsylvania - PA	Not available as all sales are handled by resellers and that is their confidential information	Not available as all sales are handled by resellers and that is their confidential information	Not available as all sales are handled by resellers and that is their confidential information
Not Available	Government	Ohio - OH	Not available as all sales are handled by resellers and that is their confidential information	Not available as all sales are handled by resellers and that is their confidential information	Not available as all sales are handled by resellers and that is their confidential information

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
26	Sales force.	In addition to our 1300+ Panasonic Authorized Resellers, Panasonic Connect has its own force of over 80 Account Managers, Inside Sales Representatives, and Channel Managers to support the Resellers and their customers in getting the products that best meet their needs. Like all our salespeople, Panasonic Connect's Account Managers are full-time employees, however, they work out of their homes in the territory that they support, so they can quickly assist Resellers and their customers in person. Additionally, each of our territories is supported by a Field Engineer that also works out of their home to be able to provide quick service and support if needed. Please see the uploaded PDF in the "additional documents" zipped folder, Panasonic Connect Sales Organizations, to see how territories are laid out and supported.
27	Dealer network or other distribution methods.	Panasonic Connect N.A. has over 1300 Panasonic Authorized Resellers that can sell the proposed products across the nation. Working with Panasonic Professional Services Group, our Resellers can assure delivery and service commitments are met. Panasonic Authorized Resellers are not owned, operated, or employed by Panasonic; they are usually small business located near the customers they serve.

28	Service force.	<p>Panasonic's Professional Services Group is based in Overland Park, Kansas. The 25,000 square foot facility is Panasonic-owned and its employees are Panasonic employees. A satellite office with 150,000 square feet is also maintained in Memphis, Tennessee. All TOUGHBOOK services (software configuration, deployment, repair, call center, warehousing, etc.) are performed at one of these two facilities with TOUGHBOOK laptops and tablets handled by our Kansas facility and TOUGHBOOK handheld devices handled by our Tennessee facility. The centralized location of these two locations ensures quick return on warranty repairs.</p> <p>Panasonic Connect Professional Services Group has two different phone lines:</p> <p>Technical Support can be reached at 1-800-Laptop5 and is open 24 hours a day, 7 days a week, 365 days a year. Calls focus on trouble shooting and repairs.</p> <p>Customer Service can be reached at 913-685-8855. It is available workdays, Monday through Friday, 6:30am – 6:00pm Central time. Customers can call this number to speak with a live person and check on the status of a repair, any deployment inquiries, and general service information.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Panasonic Connect will only sell its products through Authorized Panasonic Resellers; they are responsible for taking orders, invoicing, and receiving payments.</p> <p>For order processing, Panasonic will maintain a list of contractually approved Authorized Resellers who are allowed to sell off of the Sourcewell contract and can accept orders online, by telephone, or via email. The allowed Panasonic Resellers will have clearly demonstrated the capabilities and the capacity required to service a contract of this size and scope within their respective areas of operation. Each of these Resellers will have comprehensively reviewed all contract requirements and have affirmed both their willingness and capability to participate, as well as their commitment to ensure that the terms and conditions of the contract, and that the expectations of Sourcewell and all agencies participating in the cooperative purchasing program are met with enthusiasm and superlative sales support, marketing, and executive performance.</p> <p>When an order is placed with a Panasonic Authorized Reseller, that order then passes to the Distributor and then to Panasonic Connect for manufacturing at a Panasonic-owned factory in either Japan or Taiwan (both countries are Trade Agreements Act (TAA) compliant). After manufacturing, TOUGHBOOK devices are flown to the United States on commercial transport and delivered to the appropriate service center. All TOUGHBOOK services (software configuration, deployment, repair, call center, warehousing, etc.) are performed at one of two U.S.-based Panasonic-owned ProServices Centers. TOUGHBOOK laptops and tablets are deployed from our Center in Kansas City, Kansas, and TOUGHBOOK handheld devices are deployed from at our Center in Memphis, Tennessee.</p> <p>After configuration, devices are shipped from the appropriate facility via FedEx 2nd day air to the customer-designated location. However, if there are over 40 units in the order, then we palletize the devices and ship them via 3-5 day transport.</p> <p>Deliveries will be made to the designated location, whether that is the agency's front desk or to an installation team, however, if palletized, the chosen reseller may need to receive the shipment and deliver devices to the customer's desk.</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Panasonic is now one of the only OEM rugged PC manufactures who own and operate our own U.S.-based service repair centers.</p> <p>Customer service surrounding an order, invoice and/or payment should go directly to the Panasonic Authorized Reseller providing the sale. For customer service about warranty, repair, and repair status, call the Panasonic Professional Services Group – aka “ProServices” – at 913-685-8855, Monday through Friday, 6:30am – 6pm Central Time. The ProServices Technical Support can be reached 24 hours a day, 7 days a week, 365 days a year at 1-800-LAPTOP5.</p> <p>Panasonic Connect ProServices strives to ensure requests are handled immediately and meet our very high standards. For instance, all phone calls and chat instant messages are to be answered by a live person (we don’t have voicemail), 24 hours a day, within 60 seconds or less; and all email inquiries are to be responded to within one hour.</p> <p>The ProServices team is very concerned about providing the best possible service so they track their response times accordingly. For instance, the standard is that a caller should be speaking with a live person within 60 seconds of calling. Currently, the ProServices team answers an average of 6000 calls per month for TOUGHBOOK users. 90% of calls are answered within 60 seconds or less with the actual wait time averaging only 25-30 seconds.</p> <p>Another measurement monitored is abandoned calls, meaning how many callers phone in but then hang up before speaking to a live person. ProServices standard to ensure that less than 5% of calls are abandoned. Currently abandoned calls have averaged only 2% over the last 9 months.</p> <p>Of course repair turnaround is a key performance indicator. ProServices averages two business days for a typical TOUGHBOOK device repair. This combined with free 2nd day shipping for in-warranty repairs helps return users to full productivity quickly.</p>
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	<p>With over 1300 Panasonic Authorized Resellers across the nation, including Alaska, Hawaii, and its territories, Panasonic Connect North America is able and willing to provide our products and services to any Sourcwell participating entity in the United States.</p>
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	<p>At this point, Panasonic Connect N.A. cannot provide products and services to Sourcwell participating entities in Canada. However, given the opportunity, Panasonic Connect North America may be able to align with our PNA-affiliate, Panasonic Canada Incorporated, and add them to our contract so that they may provide the proposed products and services to Canada participating entities.</p>
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>At this point, Canada is the only geographic area that will not be served with the proposed contract. However, given the opportunity, Panasonic Connect N.A. may be able to align with our PNA-affiliate, Panasonic Canada Incorporated (PCI), to provide coverage for that geographic area as well.</p>
34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>N/A. Panasonic Connect is prepared to sell to any participating entity within the United States that chooses to use the Sourcwell contract. The other cooperative purchasing contracts we participate on do not restrict us from promoting another contract. *</p>
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Normal shipping for deployment and warranty service is provided to Hawaii and Alaska, however, shipping to / from US Territories for deployment and warranty service may require an additional charge that will be determined at time of sale and included with the applicable deployment service SKU for the product.</p>

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Panasonic’s executive leadership is committed to the examination of customer needs and the development of new solutions addressing these needs. To this end, Panasonic is including new customer-focused solutions that are peripheral to our mobile computing technology. Within the first 10 days of award, Panasonic’s sales leadership will announce the contract award and note Sourcwell as the initial contract vehicle offering these new solutions. The Sourcwell contract will be used as our first and primary go-to-market strategy for new ruggedized computers, peripheral equipment, and peripheral solutions for public agencies and education institutions across the country.</p> <p>During the first 90 days of the contract, Panasonic will promote sales of the latest</p>

solutions and mobile computing and peripheral equipment/accessories across all public safety, K-12, and higher education verticals. In preparation, Panasonic's Contract Manager will train all sales team members and authorized contract resellers on the terms and conditions of the Sourcewell contract, products/solutions offered, and contract pricing. Panasonic's Contract Manager also will train resellers on the mandatory quarterly reporting and administrative fee payment to ensure all sales are captured.

The Panasonic sales team, including inside sales team members, territory account managers, area sales representatives, and all selected resellers will be introduced to the Sourcewell teams, including those working in the K-12, higher education, and public sector verticals. All sales team members also will be registered as users of the Sourcewell Supplier Portal and trained on its use. Panasonic will use the portal's search functionality to leverage key data to further progress leads.

During the first 90 days, Panasonic will work with Sourcewell to develop a targeted marketing campaign for each of the different verticals. Initial campaigns will focus on the recently introduced fully rugged TOUGHBOOK FZ-40 clamshell, as well as such peripherals as indoor and outdoor digital signage and our new lecture capture solutions. Panasonic will identify the largest target audience for these marketing efforts, pull key data points to support the selling cycle, and distill data for monitoring future improvements.

Panasonic's initial marketing campaigns will include a mix of social media, email drips, website links, case studies, and limited time promotional discounts. After the first 90 days, we can continue to build on this initial summary plan by working with our nationwide sales team and our designated authorized reseller partners.

The Panasonic Connect sales and marketing teams, in collaboration with our designated authorized reseller partners and (where applicable) the Sourcewell Marketing representative(s), will compose and coordinate the following marketing campaigns:

- Customized, co-branded flyers to promote the Sourcewell contract.
- Creation and distribution of an initial co-branded press release concerning contract award/availability and continuing contract advertisements to trade publications.
- Social media awareness campaigns directing customers to the new Panasonic Sourcewell web portal to learn more about the contract and contact us if interested.
- Call campaigns by Panasonic Authorized Resellers to reach out to customers to inform them of the contract and any promotions.
- Customer visits (in person and via teleconference) from Panasonic's Channel Managers and Territory Account Managers to evangelize the contract.
- Reseller partners outbound program to their customers.
- Webinars to educate and inform Panasonic resellers on how best to utilize the new Sourcewell contract.
- Conference calls and webinars to educate customers on the value proposition of the contract.
- Participation on Advisory Councils with customers to promote contract awareness.
- Offer demo units to customers for no-cost product evaluations, if applicable.
- Email campaign, blogs, and social media engagement by Panasonic Connect Channel Managers and Territory Account Managers.
- Case studies with specific end-user solutions.

Panasonic's dedicated Sourcewell Contract website will include:

- Sourcewell standard logo
- Copy of original Request for Proposal
- Copy of Sourcewell master contract and all amendments between the Principal

Procurement Agency and Panasonic Connect North America

- Summary of products and pricing
- Marketing materials
- Electronic link to Sourcewell's website, including the online registration page
- Other Sourcewell contact information

The Panasonic Connect sales/reseller and contracts teams also will attend/participate in local, regional, and national trade shows, including:

- State Technology Forums
- Digital Government Summits
- Government IT Symposiums
- LEIM
- CACP Annual Conference
- National Sheriffs (NSA)
- Police Security Expo (PSE)
- Fire Chiefs Summit
- CJIS Annual Training
- Fire Rescue (FRI)
- NIGP Annual Forum
- Urban Shield
- COPSWEST
- IACP

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Panasonic Connect has a strong online presence with social media posts regularly made on various sites such as LinkedIn, Instagram, etc. We also have a robust public relations program regularly featuring our products in industry blogs.	*
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	<p>Panasonic would expect Sourcwell to include our logo in its advertising or contract directory, as well as provide the opportunity to provide content to The Source quarterly publication.</p> <p>The Panasonic sales team, including inside sales team members, territory account managers, area sales representatives, and all selected resellers will be introduced to the Sourcwell teams, including those working in the K-12, higher education, and public sector verticals. All sales team members also will be registered as users of the Sourcwell Supplier Portal and trained on its use. Panasonic will use the portal's search functionality to leverage key data to further progress leads.</p> <p>Panasonic sales team will use Sourcwell to help agencies simplify their procurement process. The availability of the contract will be a key talking point with prospects.</p> <p>The Panasonic Connect sales/reseller and contracts teams also will attend/participate in local, regional, and national trade shows as highlighted in Question 36 above, further providing the opportunity to evangelize the Sourcwell contract.</p>	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Panasonic Connect relies on its Authorized Resellers to receive orders, issue invoices, and receive payments. Each reseller has its own capabilities; however, most resellers are small businesses that receive orders and issue invoices via email.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Panasonic Connect, via its Professional Services Group's Consulting Services, can provide optional training designed to meet a participating entity's specific needs.</p> <p>Panasonic engineers have years of experience in a wide range of industries and deployments, and will work closely with your IT team, both pre- and post-sale, to deploy the solution that addresses your specific challenges. All Panasonic customers have access to our 24/7 help desk, as well as a team of field service engineers for more complex issues.</p> <p>Consulting services include:</p> <ul style="list-style-type: none"> • Infrastructure assessment. Panasonic ProServices can evaluate your current IT setup — including imaging processes, networks, encryption, and endpoint security—and make recommendations to provide a successful TOUGHBOOK deployment with optimized performance. • Product selection. Panasonic's ProServices team can help select the right device for your needs, making sure users have the capabilities they need and equipment that offers the durability and reliability to support a high-performing team in even in the harshest conditions. • Worker ride-along. Our experts can go on site to observe firsthand how users use their devices at the job site or in the vehicle to help validate what device is best suited for the job. They can also recommend process improvements and mounting solutions to facilitate productivity and comfort. • Image consulting. Once the right product is selected, we can review your image creation process. We can help fine-tune the image, recommend Microsoft® best practices, and identify any dependencies required for their application suite. Finally, following this review, we create and test the image for operating system or driver issues, finalizing an optimal image for production. • IT staff augmentation. Our experts can extend IT staff resources by helping the customer design and deploy new technology, including device configuration, mobile applications, and integration into the existing IT infrastructure. Panasonic can provide short-term or long-term staff augmentation contracts that enable Panasonic employees to implement recommendations onsite. • Training. Panasonic can train your IT staff on basic functions such as managing wireless connections, screen calibration, battery management, and mobility software applications. We also can provide device and in-vehicle mount installation training that allows the customer to fine-tune their user experience (screen brightness, touchscreen sensitivity and calibration, and cellular and Wi-Fi usage). • Custom software development and integration. With new operating systems like Android® and new mobile technology, a common challenge is how to migrate and integrate these with existing systems. Panasonic experts can utilize our Rapid Application Development platform to develop and deploy a new Android-based mobile application solution and integrate the solution into existing systems. <p>Please refer to the to the uploaded Panasonic Services Collateral zip drive for more information.</p>
41	Describe any technological advances that your proposed products or services offer.	<p>Panasonic is known for high quality products. In 1996, we introduced the rugged computing category with our TOUGHBOOK branded laptop built for the Navy Seals. Since then, we have built that brand to include an extensive list of rugged and semi-rugged laptops, 2-in-1's, tablets, and handheld computing devices. What makes TOUGHBOOK different? We design and test our devices to military standards so that they withstand harsh environments and ensure our products work when they are supposed to - for the people that need them to work in life threatening situations. Combined with software and services, our mobile computers keep pace with the needs of organizations across a range of industries, providing innovation that continues to set the standard for durable, reliable, purpose-built hardware.</p> <p>Backing our devices are the strongest warranties in the business, industry-leading management software and the ProServices team, a U.S.-based network of engineers, industry experts and repair centers. Panasonic Connect is committed to working closely with Sourcewell participating entities to plan, test and deploy the right mobile technology for their actual working environment, to keep running with the least amount of disruption.</p> <p>Panasonic Connect proposed Audio-Visual equipment helps create amazing visual experiences designed for specific applications—ranging from solutions for worship, education and the workplace to live events, retail, and TV and broadcast studios. We provide the products, software, expertise, and support to help Sourcewell participating entities bring their creative vision to life. With our suite of solutions, they can easily capture, orchestrate, and deliver transformative shared experiences from start to finish. Our flexible and reliable hardware and software are engineered to work seamlessly together or integrate easily with existing audiovisual equipment.</p> <p>Please refer to the uploaded Panasonic Product Collateral in the zipped drive for more information.</p>

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Ahead of many other companies, Panasonic set forth its own Environmental Charter in 1991. We believe that to be a company that leads the way in addressing environmental issues, we must continue taking proactive steps from a variety of perspectives, including minimizing the damage to the environment by our products and services and reducing the amount of energy we use in our production activities.</p> <p>Panasonic Corporation's Environmental Statement:</p> <p>Fully aware that humankind has a special responsibility to respect and preserve the delicate balance of nature, we at Panasonic acknowledge our obligation to maintain and nurture the ecology of this planet. Accordingly, we pledge ourselves to the prudent, sustainable use of the earth's resources and the protection of the natural environment while we strive to fulfill our corporate mission of contributing to enhanced prosperity for all.</p> <p>Panasonic Corporation's Environmental Action Guidelines:</p> <p>Toward achieving a sustainable society, we will strive to develop our business through the creation of environmental value. For this purpose, we will address environmental challenges through our business activities and will expand our environmental initiatives based on collaboration with stakeholders.</p> <p>(1) Initiatives to address environmental challenges</p> <ul style="list-style-type: none"> - We will reduce CO2 emissions through production activities and products/services. - We will work to efficiently use resources by pursuing Recycling-oriented Manufacturing. - We will conserve water resources through efficient use of water and prevention of contamination. - We will reduce the impact of chemical substances on human health and the environment. - We will consider and conserve biodiversity. <p>(2) Initiatives based on collaboration with stakeholders</p> <ul style="list-style-type: none"> - We will provide products and services that create environmental value for customers with our technical strengths. - We will expand our environmental contributions with our partner companies. - We will deepen communications with local communities and work as a team to address environmental challenges. <p>By our fiscal year 2031, Panasonic globally has committed to achieve net zero in-house emissions.</p> <p>To see more about our commitments and our plans, please visit: https://holdings.panasonic/global/corporate/sustainability.html</p>
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43	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Panasonic is a huge advocate of the ENERGY STAR program. The ENERGY STAR program sets high standards designed to save energy, save money and help protect the environment for future generations. All of our products are ENERGY STAR rated and we have been a partner of the program since 2010. In March of 2020, Panasonic of North America was recognized as the 2020 ENERGY STAR Partner of the Year. This is a Sustained Excellence Award for continued leadership and superior contributions to ENERGY STAR.</p> <p>Panasonic's accomplishments are recognized by the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Energy (DOE).</p> <p>The proposed Panasonic TOUGHBOOK laptops and tablets are also all EPEAT Bronze certified; they are listed here: https://epeat.net/computers-and-displays-search-result/page-1/size-25?manufacturerId=341</p> <p>Regarding life-cycle design, Panasonic is introducing the idea of the circular economy and moving forward in efforts to promote effective utilization of resources and maximization of customer value. The circular economy activities we promote have two aspects: 1) creation of circular economy businesses, and 2) evolution of recycling-oriented manufacturing.</p> <p>In the United States and Canada, Panasonic continues to play a leadership role in developing recycling infrastructure across, mainly through MRM (Electronic Manufacturers Recycling Management Company, LLC), which we joined with Sharp Electronics Corporation and Toshiba America Information Systems Company to establish in 2007. MRM is tasked with bringing manufacturers together into a collaborative effort to provide convenient and environmentally sound collection and recycling to consumers. MRM now provides collection and recycling for over 40 manufacturers, including Panasonic.</p> <p>The cumulative total of collection by MRM has exceeded 1 billion lbs. (1.13 billion lbs. approximately 511,000 tons) since its inception in 2007.</p> <p>MRM Recycling:</p> <p>MRM provides turn-key assistance to manufacturers in complying with the many state producer responsibility requirements for electronic waste (ewaste). Manufacturers can participate with MRM to comply with the regulatory requirements in the various states and can also take advantage of MRM's National Mailback Recycling Program to have an immediate consumer recycling program that provides environmentally responsible recycling opportunities for their consumers across the country.</p> <ul style="list-style-type: none"> • MRM sets up and runs recycling programs in states with ewaste laws. MRM ensures that all programs are approved and in compliance, vets ewaste recyclers to ensure they use environmentally responsible recycling techniques and end markets, and provides ongoing assistance to all companies participating with MRM. • MRM tracks compliance deadlines, provides relevant information to manufacturers to use when filing all state forms and registrations, reports recycling results for companies wherever possible and provides step-by-step instructions for reporting and registrations, and handles all interactions with various state regulatory agencies to ensure plan approval. <p>Recycling Service</p> <p>Panasonic Connect's convenient end-of-life service disposes of your retired devices in an environmentally responsible way. To obtain a shipping label for free recycling of your TOUGHBOOK product, please visit the MRM home page at www.mrmrecycling.com and click on "Mail back your product" under "Recycle now". Or call MRM at (888)769-0149.</p> <p>If you wish to recycle just your battery, please visit the Call2Recycle home page at https://www.call2recycle.org and click on "Where to Recycle" under "Recycling 101".</p> <p>If you are a recycling company and need instructions for proper recycling of Panasonic Mobility products please call 1-800-LAPTOP-5.</p> <p>Recycling Standards</p> <p>MRM works with a small group of environmentally responsible recyclers to ensure that all material recycled in the MRM program is managed in an environmentally responsible manner. 100% of the electronics in MRM's electronics recycling program are recycled by Third Party Certified Recyclers. All recyclers are either eStewards Certified, R2 certified, or both.</p>
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44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Panasonic Corporation, as a publicly held company, does not qualify for the business certifications noted in this question. However, Panasonic actively promotes the usage of such designated businesses in our supply chain as well as in the recruitment of Authorized Panasonic Resellers.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Panasonic invented the rugged computer category in 1996 with the introduction of the TOUGHBOOK brand of laptops, built for the Navy Seals. We are the market leader in this space and manufacture the highest quality and most tested devices to those workers whose lives depend on the equipment they use. Law Enforcement agencies across the nation rely on TOUGHBOOK computers to help them get home safe to their family.</p> <p>In addition to leading-class hardware, our Professional Services Organization is owned by Panasonic and based in the United States. They provide unsurpassed services in software configuration, deployment, repair, call center, warehousing, asset management, etc., for agencies that demand 24-hour support, 365 days a year, with a live person.</p>	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	<p>Panasonic standard warranties cover the replacement of parts and labor costs due to defects in materials or workmanship which occur during normal use. A device that fails to operate during the warranty period and in accordance with the standard warranty, will be repaired and returned with no cost for labor, parts, or shipping.</p> <p>Please see the zip file with Panasonic Warranty Collateral which details the specifics for each proposed product category.</p> <p>Third-Party warranties with our Strategic Alliance Hardware and Software Partners are clearly established and communicated as part of the partnership agreement. Panasonic will help facilitate warranty service as a pass-through from the Third-Party manufacturer.</p>	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Panasonic standard warranties cover the replacement of parts and labor costs due to defects in materials or workmanship which occur during normal use. Warranties do not cover failures or defects that are caused by fire, intentional acts, loss, theft, improper maintenance, modification, or service by anyone other than a Panasonic Authorized Service Provider, or damage that is attributable to events outside of human control or activity ("Acts of God").</p>	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Panasonic's standard warranty does not cover technicians' travel time and mileage. Under most warranties, a customer may call Technical Support for an RMA and receive a shipping label from Panasonic to return their device to the Panasonic Professional Services Group for warranty repair. A device that fails to operate during the warranty period and in accordance with the standard warranty, will be repaired and returned with no cost for labor, parts, or shipping.</p> <p>If desired, a customized warranty program may be designed for a participating entity that would include on-site service.</p> <p>We encourage customers to work with their Panasonic Authorized Reseller to determine enhanced warranty options offered by Panasonic Connect.</p>	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>All geographic regions of the United States (Canada is not applicable at this time) can access a Panasonic Certified Technician by shipping their device to the Panasonic Professional Services Group for warranty repair.</p> <p>Panasonic will provide the shipping label when the customer calls the Technical Support line to receive their RMA.</p>	*

50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Third-Party warranties with our Strategic Alliance Hardware and Software Partners are clearly established and communicated as part of the partnership agreement. Panasonic will help facilitate warranty service as a pass-through from the Third-Party manufacturer.	*
51	What are your proposed exchange and return programs and policies?	Panasonic is a build-to-order manufacturer therefore Panasonic Connect does not allow returns. Because of this, very few of our Authorized Resellers take returns. Some resellers will allow returns if the package is unopened, however, may charge a 15-20% restocking fee. An agency should work directly with their chosen Panasonic Authorized Reseller to resolve any product issues and Panasonic Connect will assist as best as possible.	*
52	Describe any service contract options for the items included in your proposal.	<p>Panasonic Connect offers many service contract options that can extend or enhance the standard warranty. (Please see the uploaded zip file with Panasonic Warranty Collateral for the ProServices Brochure.)</p> <ul style="list-style-type: none"> • Extended warranty. Extend your Standard warranty up to two additional years, stretching coverage to match your refresh cycle. Extending your warranty delivers peace of mind, uninterrupted worker productivity and significant reduction in out-of-warranty repair costs and IT workload. <p>ENHANCED WARRANTIES FOR TOUGHBOOK DEVICES</p> <ul style="list-style-type: none"> • Protection Plus (accidental damage coverage) augments our Standard warranty with no-fault accident protection. Protection Plus covers one major repair each year. And in cases when the damage is beyond repair, we will replace the entire device. With Protection Plus, your workers experience minimal disruption, and your IT staff doesn't get sidetracked with unexpected repairs. This helps you develop predictable budgets for entire projects without surprises. • Ultimate Care warranty is designed for organizations that operate in extremely challenging environments or wish to minimize risk for their mobile devices, this warranty offers the ultimate peace-of-mind coverage for unlimited device breakage. With Ultimate Care, you are covered for repairs (shipped overnight to and from our National Service Centers) or replacement of all major computer parts at no additional cost. This service can be customized to provide service-level guarantees for dead-on-arrival devices, help-desk waiting time, repair turnaround and even unit failure rates. • Smart Battery warranty covers one of the most common sources of downtime (and frustration) for field workers is a drained battery. Our Smart Battery warranty monitors battery capacity so you are prepared to switch it out when you need to, eliminating overnight emergency replacements and keeping workers productive with fresh, new batteries. • Hard Drive No Return warranty. If your security policies dictate that you cannot return a hard drive for repair or replacement, you can keep your faulty drive and Panasonic will send you a replacement unit. You maintain complete control of your sensitive data at all times, as well as compliance with CJIS or HIPAA requirements. <p>SPECIALIZED REPAIR SERVICES</p> <ul style="list-style-type: none"> • 24-Hour Hot Swap exchange. Get overnight delivery of a TOUGHBOOK laptop, tablet or handheld if a unit fails. Instead of waiting for a repair, you're immediately sent a device from an inventory of customer-owned, pre-imaged computers stored at our National Service Centers. Meanwhile, you send your damaged unit to Panasonic; we then repair it and place it back into your on-demand inventory. 	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Panasonic Connect relies on its Authorized Resellers to receive orders, issue invoices, and receive payments. Each reseller has its own capabilities; however, most resellers are small businesses that receive orders and issue invoices via email, and accept payment via EFT. Some resellers accept credit cards but may charge a processing fee.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Panasonic Connect works with 3rd party companies to offer Financing or Leasing options that can be customized to an agency's needs. A customer should work directly with their Authorized Panasonic Reseller who will work with their Panasonic Account Manager to get details.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Panasonic Connect relies on its Authorized Resellers to receive orders, issue invoices, and receive payments. Each reseller has its own capabilities; however, most resellers are small businesses that receive orders and issue invoices via email. All terms and conditions are detailed in our warranty documentation. If desired, Panasonic Connect Professional Services Group can provide a Service Level Agreement customized to a participating entity's needs. These documents are considered proprietary and therefore a sample cannot be provided at this time.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Panasonic Connect relies on its Authorized Resellers to receive orders, issue invoices, and receive payments. Each reseller has its own capabilities; however, most resellers are small businesses that receive orders and issue invoices via email. Any cost associated with the use of the P-Card will be determined by the Reseller of choice.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *																																
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Panasonic Connect's pricing model is based on the product category discounts as noted below in line item 58. Also, please refer to the uploaded Excel spreadsheet file, Panasonic - Sourcwell Law Enforcement Price List. This document shows individual line items with skus, discounts, and pricing.																																
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<table border="1"> <thead> <tr> <th>PRODUCT CATEGORY</th> <th>DISCOUNT % OFF MSRP</th> </tr> </thead> <tbody> <tr> <td>Fully Rugged TOUGHBOOK</td> <td>16%</td> </tr> <tr> <td>Semi-rugged TOUGHBOOK</td> <td>13%</td> </tr> <tr> <td>TOUGHBOOK Tablet/2-in-1</td> <td>12%</td> </tr> <tr> <td>TOUGHBOOK Handheld</td> <td>9%</td> </tr> <tr> <td>TOUGHBOOK Accessory</td> <td>11%</td> </tr> <tr> <td>TOUGHBOOK Service</td> <td>0%</td> </tr> <tr> <td>Pro AV/Pro Audio</td> <td>10%</td> </tr> <tr> <td>Pro AV Accessory</td> <td>10%</td> </tr> <tr> <td>Pro AV Service</td> <td>0%</td> </tr> <tr> <td>Display</td> <td>16%</td> </tr> <tr> <td>Display Accessory</td> <td>10%</td> </tr> <tr> <td>Display Service</td> <td>0%</td> </tr> <tr> <td>Projector</td> <td>38%</td> </tr> <tr> <td>Project Accessory</td> <td>5%</td> </tr> <tr> <td>Projector Service</td> <td>0%</td> </tr> </tbody> </table>	PRODUCT CATEGORY	DISCOUNT % OFF MSRP	Fully Rugged TOUGHBOOK	16%	Semi-rugged TOUGHBOOK	13%	TOUGHBOOK Tablet/2-in-1	12%	TOUGHBOOK Handheld	9%	TOUGHBOOK Accessory	11%	TOUGHBOOK Service	0%	Pro AV/Pro Audio	10%	Pro AV Accessory	10%	Pro AV Service	0%	Display	16%	Display Accessory	10%	Display Service	0%	Projector	38%	Project Accessory	5%	Projector Service	0%
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Pro AV Service	0%																																	
Display	16%																																	
Display Accessory	10%																																	
Display Service	0%																																	
Projector	38%																																	
Project Accessory	5%																																	
Projector Service	0%																																	

59	Describe any quantity or volume discounts or rebate programs that you offer.	Panasonic Connect relies on its Authorized Resellers to receive orders, issue invoices, and receive payments. While Panasonic sets the "not to exceed" price with this contract, each Reseller is able to offer better pricing through quantity or volume discounts, or other types of incentives, based on their own business model and the competitive environment in their locality.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Panasonic Connect offers the products of its Strategic Alliance Hardware and Software Partners on our price list with their own SKUs, pricing, and applied discounts. If another product is desired to be added to the price list and is approved by our Product Managers, it, too, will be given its own SKU and priced accordingly. Please refer to the uploaded Excel spreadsheet file, Panasonic - Sourcewell Law Enforcement Price List.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All costs associated with the normal acquisition of our products have been addressed. Special circumstances that might affect pricing would include a rush delivery, requiring delivery on a Saturday, delivering to a unionized facility, and delivering to U.S.Territories. All participating entities should work closely with their Panasonic Authorized Reseller to ensure any potential abnormalities with their order that might affect the total cost of the acquisition have been addressed.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Standard delivery shipping is included with the purchase of a Panasonic TOUGHBOOK device. Standard delivery covers the continental United States, Alaska, and Hawaii. Standard shipping provides FedEx 2nd day delivery. However, if an order contains over 40 devices, the order will be palletized and sent via 3-5 day shipping. Next day delivery is available if needed (for instance to make a deadline for a grant), however, the customer may incur shipping charges. Standard shipping and delivery occurs on normal workdays, Monday through Friday, avoiding Federal holidays. Saturday deliveries may be arranged but would be considered a special case and may incur additional service fees.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Standard delivery shipping is included with the purchase of a Panasonic TOUGHBOOK device. Standard delivery covers the continental United States, Alaska, and Hawaii. Shipping to US Territories may incur an additional fee. Canada is not included in the proposal at this time. Standard shipping provides FedEx 2nd day delivery. However, if an order contains over 40 devices, the order will be palletized and sent via 3-5 day shipping. Next day delivery may be available if needed (for instance to make a deadline for a grant), however, the customer may incur shipping charges. Standard shipping and delivery occurs on normal workdays, Monday through Friday, avoiding Federal holidays. Saturday deliveries may be arranged but would be considered a special case and may incur additional service fees.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The Panasonic Professional Services Group offers consulting services and can custom-tailor desired delivery methods or options. Participating entities desiring this service should work with their chosen Panasonic Authorized Reseller and Panasonic Account Manager to reach out to the ProServices team for a quote.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Due to government regulations, Panasonic is not allowed to offer better discounts than those offered on other cooperative procurement contracts. However, our resellers are free to offer additional discounts to customers that choose to buy off the Sourcewell contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Upon award, Panasonic Connect will set up a website similar to what we have done for other cooperative procurement contracts as found in the drop down menu here: https://na.panasonic.com/us/government-contracts .</p> <p>Please click on the down arrow just to the right of the term, Government Contracts v, and that will show you all the websites we have created for the cooperative procurement contracts we hold.</p> <p>On this site, we will provide contract details and pricing, which can be used by Sourcewell participating entities to audit pricing and ensure compliance with the Master Agreement terms.</p> <p>To ensure we and or our Authorized Resellers submit the proper administrative fee to Sourcewell depends on the Resellers that are authorized to sell on the Sourcewell contract, properly report their sales as scheduled. This will be monitored via Panasonic's Salesforce entries to ensure sales are properly reported.</p>
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The primary metric for success will be sales through the contract. If sales are made through the Sourcewell contract and then grow year over year, then the contract will be considered successful by Panasonic Connect.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Panasonic Connect proposes and administrative fee of 1% that will be paid by us or reseller for facilitating, managing, and promoting the Sourcewell Contract in the event that we are awarded a Contract. We understand this fee is typically calculated as a percentage of our sales under the Contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
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<p>69</p>	<p>Provide a detailed description of the equipment, products, and services that you are offering in your proposal.</p>	<p>In addition to what is written below, please refer to the uploaded product and service collateral in the zipped folder.</p> <p>Panasonic Connect is pleased to offer its award-winning TOUGHBOOK line of rugged computing devices as well as its Professional Audio-Visual Equipment that are used in conjunction with the rugged devices by Law Enforcement professionals across the United States.</p> <p>From military bases to patrol cars, on the shop floor or in a lab, on the road or in the field, Panasonic is helping to keep organizations moving forward. Engineered to withstand drips, drops, dust and grime TOUGHBOOK® computers thrive and survive in the hardest of environments. Panasonic is committed to delivering mobile computing solutions that help participating entities get the job done, wherever it takes them.</p> <ul style="list-style-type: none"> • Select TOUGHBOOK mobile devices go beyond the standard safety testing to achieve Hazardous Locations Class 1 Div 2 certification¹, TPM 2.0 and are TAA compliant, approved for government deployment. • Panasonic and its partners design a wide assortment of heavy-duty docks, mounts and other peripherals including barcode readers, printers and mag-strip readers—to expand and enhance the TOUGHBOOK capabilities. • Panasonic values keeping backward compatibility to allow customers to save the expense and hassle of replacing vehicle docks every time a new model is introduced. • Panasonic is the only major manufacturer that designs, builds and tests its mobile devices in its own factory—allowing quality control, consistency and parts availability to be monitored every step of the way. <p>Panasonic devices are over five times more reliable than the average laptop used by businesses across America. And not only are TOUGHBOOK units purpose-built to withstand extreme mobile environments, but they have the exclusive Panasonic ProServices support team standing behind them. To help ensure uninterrupted worker productivity and efficiency, Panasonic offers support and services throughout the lifecycle of your mobile computing device.</p> <p>Panasonic ProServices for TOUGHBOOK include:</p> <ul style="list-style-type: none"> • Pre-deployment consulting • Engineering design and field engineering expertise • Deployment services (imaging, asset tagging, etc.) • Warranty coverage and maintenance services <p>Also included with our proposal as accessories to the TOUGHBOOK rugged computer devices are Panasonic Connect Professional Audio-Visual equipment. Panasonic's ProAV devices and displays help create amazing visual experiences designed for specific applications—ranging from solutions for worship, education and the workplace to live events, retail, and TV and broadcast studios. We provide the products, software, expertise, and support to help Sourcewell participating entities bring their creative vision to life. With our suite of solutions, they can easily capture, orchestrate, and deliver transformative shared experiences from start to finish. Our flexible and reliable hardware and software are engineered to work seamlessly together or integrate easily with existing audiovisual equipment.</p>
<p>70</p>	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Panasonic Connect has the following subcategory titles:</p> <p>Fully Rugged Laptop Semi Rugged Laptop Rugged Tablet Rugged Handheld TOUGHBOOK Accessories TOUGHBOOK Service</p> <p>Display Display Accessory Display Service Projector Projector Accessory Pro AV Camera Pro Audio Pro AV Accessory Pro AV Service</p>

Table 148: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered	Comments	
71	Law Enforcement duty gear	<input checked="" type="radio"/> Yes <input type="radio"/> No	TOUGHBOOK devices are used by Law Enforcement personnel across the country in their every day duties.	*
72	Traffic safety enforcement equipment, devices, and instruments	<input checked="" type="radio"/> Yes <input type="radio"/> No	TOUGHBOOK tablets and handheld devices are used by Law Enforcement personnel across the country for traffic safety enforcement.	*
73	Crime scene management and evidence collection equipment and supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	TOUGHBOOK laptops, tablets and handheld devices are used by Law Enforcement personnel across the country for crime scene management and incident reporting.	*
74	Tactical and EOD equipment (with the exception of those items excluded in subsections 2. or 3. of RFP)	<input checked="" type="radio"/> Yes <input type="radio"/> No	TOUGHBOOK handheld devices are used by Law Enforcement personnel as tactical equipment.	*
75	Services related to the offering of the solutions in subsections above, such as training, installation, testing, maintenance, warranty programs, and technical support	<input checked="" type="radio"/> Yes <input type="radio"/> No	Panasonic Connect Professional Services Group offers services that relate to the use of our TOUGHBOOK devices.	*

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Panasonic - Sourcewell Law Enforcement Price List.xlsx - Wednesday August 31, 2022 11:54:40
 - [Financial Strength and Stability](#) - Panasonic Financial Strength and Stability Documents.zip - Wednesday August 31, 2022 11:56:32
 - [Marketing Plan/Samples](#) - Panasonic Sourcewell Sample marketing piece.pdf - Wednesday August 31, 2022 12:02:13
 - [WMBE/MBE/SBE or Related Certificates](#) - EQUAL PAY CERTIFICATE PANASONIC SYSTEM SOLUTIONS COMPANY OF NORTH AMERICA.pdf - Wednesday August 31, 2022 12:02:44
 - [Warranty Information](#) - Panasonic Warranty Collateral zipd.zip - Wednesday August 31, 2022 12:04:32
 - Standard Transaction Document Samples (optional)
 - [Upload Additional Document](#) - Panasonic Additional Documents zipd.zip - Wednesday August 31, 2022 12:10:36

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

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 contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
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 exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. 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 or the Canadian 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. - Regina Tokar, Vice President, Business Operations, Panasonic Connect North America, Division of Panasonic Corporation of North America

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 contractual obligations contemplated in the bid.

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Law_Enforcement_Equipment_RFP_090122 Wed August 24 2022 02:56 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Law_Enforcement_Equipment_RFP_090122 Wed August 17 2022 04:20 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Law_Enforcement_Equipment_RFP_090122 Tue August 16 2022 09:33 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Law_Enforcement_Equipment_RFP_090122 Wed August 10 2022 07:59 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Law_Enforcement_Equipment_RFP_090122 Mon July 18 2022 04:34 PM	<input checked="" type="checkbox"/>	2