

**Solicitation Number: RFP #051321****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Off Duty Management, Inc., 1906 Avenue D, #200, Katy, TX 77493 (Vendor).

Sourcewell is a State of Minnesota local government agency 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 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 Public Safety Software from which Vendor was awarded a contract.

Vendor 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 July 27, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor'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.** Vendor 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, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor'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 is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor'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, Vendor 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.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor 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, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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**

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

- Identify the applicable Sourcwell 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 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. Vendor 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.

Vendor 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. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor'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 Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. 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 of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. 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 Vendor, 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 worked out directly between the Participating Entity and the Vendor. 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 (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor 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 Vendor 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 goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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.** Vendor 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. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, 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, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell 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 Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor 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 Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor 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 this Agreement 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 the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. 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, 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. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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.

## 12. GOVERNMENT DATA PRACTICES

Vendor 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, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor'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 its and their respective distributors, 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. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
  - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
  - c. 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. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *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 vendors which may be used until the next printing). Vendor 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 Vendor 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. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.
- D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County 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 to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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, Vendor 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.* Vendor 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:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor 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:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor 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 Vendor'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 Vendor 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, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract 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 Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. Vendor 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 Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor 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. Vendor 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 Vendor conducts with Sourcwell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

Vendor 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. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell 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 also require additional requirements based on specific funding specifications. 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 Vendor’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. Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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). Vendor 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. Vendor 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). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor 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, Vendor 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, Vendor 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). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor'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.

**22. CANCELLATION**

Sourcewell or Vendor 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 Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Off Duty Management, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 7/23/2021 | 6:39 AM CDT

DocuSigned by:  
*Sherry Rowley*  
By: F2354FD51D554EE...  
Sherry Rowley  
Title: President  
Date: 7/23/2021 | 12:44 PM CDT

Approved:

DocuSigned by:  
*Chad Coquette*  
By: 7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 7/23/2021 | 1:35 PM CDT

# RFP 051321 - Public Safety Software

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## Vendor Details

Company Name: Off Duty Management  
Does your company conduct business under any other name? If yes, please state: Texas  
Address: 1906 Avenue D #200  
Katy, TX 77493  
Contact: Greg Doran  
Email: gdoran@offdutymanagement.com  
Phone: 469-323-4602  
Fax: 877-636-8300  
HST#:

## Submission Details

Created On: Sunday March 28, 2021 12:02:32  
Submitted On: Wednesday May 12, 2021 16:59:02  
Submitted By: Greg Doran  
Email: gdoran@offdutymanagement.com  
Transaction #: cae2fc03-f0fa-49d7-8e7e-3260cd38293b  
Submitter's IP Address: 209.34.6.26

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## 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 (and applicable d/b/a, if any):	OFF DUTY MANAGEMENT, Inc.
2	Proposer Address:	1906 Avenue D, #200 Katy, TX 77493
3	Proposer website address:	www.offdutymanagement.com
4	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):	Sherry Rowley President 1906 Avenue D #200 Katy, TX 77493 877-636-8300 srowley@offdutymanagement.com 877-636-8300
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Greg Doran Vice President Business Development and Marketing 1906 Avenue D #200 Katy TX 77493 gdoran@offdutymanagement.com 469-323-4602
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Geoff Povinelli Managing Director 1906 Avenue D #200, Katy, TX 77493 gpovinelli@offdutymanagement.com 877-636-8300

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
7	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>Off Duty Management (ODM) was founded on the core values of protecting officers, helping governmental agencies boost transparency and accountability, and providing agencies with a complete off-duty solution at no cost to them or their officers. A pioneer in the off-duty industry, ODM currently provides administrative services, software, insurance, and online portals to governmental agencies ranging in size from 4 to over 1600 sworn officers across the country.</p> <p>We were built by officers, for officers, to eliminate the unnecessary cost, risk and liabilities associated with Law Enforcement off-duty jobs.</p> <p>ODM is the leading service and software partner for law enforcement agencies across the country who want to minimize the risk and liability associated with administering off-duty jobs, special events and overtime, and at the same time save valuable agency resources. Our complete off-duty solution is unique in its ability to be customized and comprehensive.</p> <p>Our team combined has hundreds of years of experience working with officers, agencies, and corporations across the country specifically in the off-duty industry. Together we have worked off-duty jobs as officers, managed off-duty programs as supervisors, lead the off-duty industry as pioneers, and have directed off-duty programs for governmental agencies and fortune 500 hundred companies in the private sector. This 360-degree understanding of off-duty work positioned us to create Off Duty Management five years ago and provide a complete solution to eliminate the specific headaches faced by officers, agencies, and municipalities.</p> <p>ODM offers a turnkey solution with a combination of comprehensive services, software, support, and AM Best A+ "Superior" insurance coverage, all at NO COST to the governmental agency, or officer.</p> <p>We are a unique provider in that ODM owns our entire software, application, and customer service operation. This increased connectivity allows us to offer a seamless product that agencies cannot find anywhere else. ODM provides the complete solution for off-duty administrative services, software, insurance, and support.</p> <p>We have experience working with agencies that range in all sizes and complexity. ODM covers the entire United States, US territories, and Canada. We have team members and in-person support available with a 4 hour or less response time to almost all municipalities in the Continental U.S.. Also, all agencies and municipal partners are covered by our exclusive service and performance guarantee.</p> <p>Off Duty Management provides a centrally administered no-cost solution that is customizable and easy to use. Our comprehensive services and software are guaranteed to reduce over 85% of the</p>

		<p>time, money, and resources an agency spends to administer their off-duty program. Through a combination of our dedicated operations and customer service managers, 24/7/365 bi-lingual customer support team, and our proprietary cloud/app-based software OfficerTRAK®; ODM handles all scheduling of jobs, officer on-boarding, payroll, invoicing, accounts receivables, collections, online payment facilitation along with day-to-day interaction with off-duty officers and employers. We do this while ensuring the agency maintains complete control and oversight of their program. ODM works exclusively for the governmental entities to provide a comprehensive solution for managing off-duty jobs.</p> <p>OfficerTRAK® was designed specifically with officers and governmental agencies in mind. It provides them with all the information they need in the palm of their hand, so they can easily work and manage off-duty jobs. In addition, agency administrators and off-duty employers have access to their own personalized portals. This allows them to manage service requests, disburse jobs, and track scheduling and have oversight they need with improved control, transparency, and accountability.</p> <p>Off-duty employers have unique access to their own dedicated portal to manage the entire process of scheduling and paying for off-duty coverage. OfficerTRAK® is customizable by the agency and can be used to set limits on hours, create fair and transparent job disbursement, and eliminate cash jobs and most other liabilities the accompany off-duty jobs. We provide other critical features such as the accountability tools to manage the agency's off effectively and efficiently. Through detailed custom reporting and application of internal controls, OfficerTRAK® provides agencies with comprehensive administrative services and software to gain much needed oversight and visibility to their off-duty program while eliminating the majority of the risks and liabilities facing LE off-duty jobs.</p> <p>Off Duty Management also offers our governmental agency partners our A+ AM Best rated comprehensive liability and workers compensation insurance policy (Please see attached: COI 2021 ODM). Off Duty Management provides full statutory workers' compensation for all agency officers and exclusive "superior rated" general liability coverage for all including agency, officer, and off-duty employer. This reduces liability and risk exposure for all parties involved.</p> <p>In addition, Off Duty Management's financial health and accounting practices, backed by our financial partner JP Morgan Chase, and our owner's personal liquidity offer a distinct benefit and advantage to our governmental agency partners. We operate with zero debt, no loans, no venture capital, no outside partners and never have factored against receivables to meet our obligations. This is a unique and rare strength that ODM brings to the relationship. Very few if any partners in any industry that support governmental agencies provide this level of financial stability and security. This ensures the agency faces no exposure from a company that may be sold or unable to meet its obligations whether financially or through risk and liability mitigation. Our commitment is to ensure that the agency, officers, and off-duty employers receive all the tools, support, and resources they need. This means delivering a turnkey and reliable off-duty program that presents a simple, straightforward, and risk adverse experience for all parties involved. Off Duty Management is a "world class" (Gilbert Police Department AZ) company that is Built by Officers for Officers in order to protect agencies, officers, and off-duty employers.</p> <p>Please see folder attachment: Financial Strength and Stability, with Documents FS1-FS10</p> <p>FS1 - Off Duty Management Summary for additional details. A1 - ODM and OfficerTRAK® Detailed Overview</p>
8	<p>What are your company's expectations in the event of an award?</p>	<p>Off Duty Management expects to support municipalities in resolving their off-duty employment risks and liabilities quicker allowing them to save valuable time, money, and resources by utilizing this nationally solicited cooperative agreement. In the past, we have been asked if we were part of Sourcewell's Cooperative Purchasing Network from procurement teams in several states and agencies that wanted to utilize a Sourcewell contract to create a partnership for our services. We have a desire to satisfy this request if asked in the future. Service is the backbone of our organization. This award will enhance our provided services for governmental agencies and law enforcement of all sizes and across the entire country. Governmental agencies realize an 85%+ reduction of their resources currently utilized for managing these jobs. Having the ability to utilize a Sourcewell cooperative agreement will enable governmental agencies to expeditiously re-allocate or deploy these resources against more urgent and pressing needs. This means more officers on the streets, better training, enhanced technology, and equipment, while saving taxpayer dollars as we result of leveraging this award to partner with ODM. This has become even more important given the impacts of COVID on governmental agencies budgets over the last year and foreseeable future. A Sourcewell agreement would allow us to help agencies across the nation start saving valuable budgetary dollars while preserving critical services as a result of the cost savings generated.</p>

<p>9</p>	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Off Duty Management, Inc. is a turnkey solution that has a strong financial standing, liquidity, and solvency along with outstanding banking relationships with two of the top banking institutions in the country, JP Morgan Chase, who holds our main banking relationship, and Wells Fargo.</p> <p>From a liquidity perspective, our owners enjoy strong operational daily cash inflow and strong liquidity with average daily bank balances in excess of 20million dollars. This also supported with access to an untapped \$7 million revolving credit facility that can be called on demand should any unforeseen needs arise - please refer to our most recent letter of representation from, Wells Fargo and Royal Bank. Our financial position is critical to ensuring our partners have the confidence and security that ODM has the means, resources, and disciplines for a long-term reliable relationship.</p> <p>See Attachments:          FS2- Wells Fargo Private Bank Letter          FS3- Wells Fargo Advisors Letter          FS4- RBC Wealth Management Letter</p> <p>We have strong financial disciplines with zero outstanding third party debt, in addition to ample access to immediate additional equity injection from our shareholders. During our entire corporate life, spanning over eighteen years, we have never taken on debt, had outside investors, venture capital infusion, nor pledged any portion of our accounts receivable or current invoices under a factoring arrangement (i.e., commercial arrangement to sell our invoices). This allows us to instantly respond to additional/incremental operational cash demand without the need to access third party financing, debt, equity investors or engage in a lengthy process of negotiations with financial institutions providing our agency partners a sound partner that can be counted to be there when needed most. It means we guarantee officers will always be paid on-time and the governmental agency will have the same guarantee for any fees they may collect for the off-duty transaction.</p> <p>We take pride in the fact that we have never missed a payment to an officer or agency during the week committed as a result of our highly skilled and experienced team, state-of-the-art software, strong financial disciplines, and efficient operations. If opportunities arise, we instantly respond and resolve the situation for officer, vendor, and agency. We have been told by several financial banking and insurance partners that our financial position and insurance coverages are truly exceptional and that very few if any law enforcement service, software, or admirative service providers, today have this level of financial strength and long-term stability that ODM operates with.</p> <p>Please see Attachment:          FS5 - Rapid Ratings report</p> <p>Since we do not have any external investors, our agency partners know who they are partnering with when the choose to work with Off Duty Management. We are confident that our financial capacity and strength is top tier of any company providing administrative services and software to governmental agencies. This financial position allows us to offer an incredibly unique level of safety and security to governmental agencies and their off-duty, Special event, and overtime scheduling and management programs. We also understand that our financial health and strength is why many of the largest agencies in the nation are utilizing Off Duty Management's service or are in the process of partnering with ODM to provide our comprehensive off-duty services and software.</p> <p>Please see attached documents:          Financial:          FS2- Wells Fargo Private Bank Letter          FS3- Wells Fargo Advisors Letter          FS4- RBC Wealth Management Letter          FS5 - Rapid Ratings report</p> <p>Insurance:          • FS6 - What Insurance Coverage Does OFF DUTY MANAGEMENT Provide?          • FS7 - C.O.I. 2021          • FS8 - Gallagher Sourcewell Letter          • FS9 - 2021 AJG Infographic          • FS10 - Worker Compensation Experience Modifier Rating</p> <p>" Superior rating for all companies across ALL industries offering workers compensations coverage." -Gallagher</p>
<p>10</p>	<p>What is your US market share for the solutions that you are proposing?</p>	<p>Off-duty administration is a new and emerging U.S. market. This industry with comprehensive solutions did not exist 5 years ago. Adoption rates are exploding with triple digit growth forecasted over the next 3-5 years. Currently total penetration is below 1%for the entire market segment. Demand and Growth for our unique suite or services, software and protection are exploding exponentially. This is a billion-dollar industry supporting governmental agencies and their public safety administrative, and software needs with ODM is the founding companies in identifying this critical governmental law enforcement need and exclusively provides a unique comprehensive suite of services, software, support, and insurance. We are currently the leaders with the highest market penetration for a providing a complete solution that includes comprehensive services, software, insurance protections, risk mitigation and support.</p>
<p>11</p>	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>ODM is in the process of establishing a presence in Canada and currently open to provide our software and service solution throughout Canada. Our President, Sherry Rowley has provided services in Canada for over 10 years. The Canadian market for off-duty support and software is in the early adoption phase of this new solution of technology and administrative services. Currently we are focused on the educational opportunity in Canada to improve overall Canadian off-duty service and overtime administration adoption rates that will enable market awareness and significant market share advances.</p>

12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	ODM has never petitioned for bankruptcy protection. We are immensely proud of our financial strength, stability and security supported by long term revenue growth, strong liquidity and cash position and current debt. During our entire corporate history, our owners have never taken on or carried debt, nor pledged any portion of our accounts receivable or current invoices under a factoring arrangement (i.e., commercial arrangement to sell our invoices). ODM has no outside shareholders, partners, or venture capital interests. Our financial strength positions ODM as reliable, long term partner that exclusively answers to the governmental entity and the government entity alone. All of this combined along with a strong capacity and liquidity position allow ODM to not only service current customers but also support the meteoric growth anticipated over the next several years.	*
13	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. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	ODM is best described as service provider and developer(manufacturer). Off Duty Management is a comprehensive law enforcement service and software provider for governmental agencies. We provide a turnkey solution which combines comprehensive administrative services, software, invoicing, payment management, insurance protections, implementation, and support for off-duty employment programs all at no cost. We also provide our TymeTRAK® software solution for public safety agencies.  Our service provides off-duty employers the ability to easily acquire, manage, insure, and pay for law enforcement off-duty services authorized by governmental agencies. We do this through a dedicated on-line vendor portal and website. This simplifies the process for all parties involved and allows for the complete management of scheduling, fees, payments, and reporting. ODM floats all funds and pays officers in full on a weekly basis for their completed Off-Duty assignments. Additionally, any agency vehicle or administration fees required also get paid weekly while ODM manages the entire invoicing, billing, and collection process with off duty employers This drastically minimizes or eliminates any financial risk for the municipality, agency, and officer.  Off Duty Management's 100% internal educational and sales team is comprised of experienced professionals demonstrable law enforcement expertise from both the agency and off-duty employer perspective. Our team collectively has hundreds of years of experience working with law enforcement and off-duty assignments.	*
14	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.	Generally, no licensing is required. Occasionally, depending on the state or municipality, a security license may be required. We are fully capable of meeting those requirements should they be requested or required by law or statute. We understand this and are already registered in states requiring this licensing. It is our job to simplify off-duty administration for governmental agencies and eliminate most risks and liabilities around their programs. Our partners expect us to be the experts and provide them services that comply with all Federal, State, and Local statutes and regulations. Along with guaranteeing their internal SOP's, rules and guidelines are executed. Lastly, ODM ensures that agencies are aware of and complying with appropriate taxing authorities' guidelines around off-duty work. State security licenses available upon request.  Additionally, Off Duty Management is a WBENC certified company. Please see attachment: 2021 WBENC ODM Certificate	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	ODM has never received suspension or Debarment for any reason in our history - ODM operates with the highest ethical standards in all business transactions, accounting, software, insurance, and services provided.	*



**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Our industry segment is highly specialized and has only been in existence for 5years.ODM is committed to providing a superior experience to our governmental partners, officer, and off-duty vendors. Off Duty Management has received recognition from all current governmental partners as well as industry experts from the FBINAA (Federal Bureau of Investigations National Academy Associates). Major City Chiefs, Major County Sheriffs, National Sheriffs Association, and several other association members. ODM's services have been described as "world class" - Gilbert PD, AZ</p> <p>ODM has assisted and helped save significant time, money and resources while protecting their municipalities and officers. Off Duty Management solves the most critical issues impacting off-duty law enforcement work, especially as it relates to the requesting/scheduling jobs, fee management, billing, invoicing, online payment processing, tracking and program accountability.</p> <p>ODM has been recognized by numerous agencies across the nation for the service and software that we have provided them at no cost to the law enforcement agency.</p> <p>We are proud partners with:  IACP – International Association of Chiefs of Police  MCCA – Major City Chiefs Association  MCSA – Major County Sheriffs  NSA – National Sheriffs Association  FBINAA – Federal Bureau of Investigation National Academy.  NLEOMF – National Law Enforcement Officers Memorial Fund  Several State law enforcement associations</p> <p>ODM was also nominated as best place to work in Houston in 2019.</p> <p>We are proud to say we are a Woman Owned Business and an Official WBENC member.</p>
17	What percentage of your sales are to the governmental sector in the past three years	100% of ODMs sales are to the governmental sector.
18	What percentage of your sales are to the education sector in the past three years	0%, Off Duty Managements solution OfficerTRAK® started as a comprehensive solution for governmental law enforcement agencies and now our software is providing solutions for many public safety scheduling and administrative needs including fire departments, public works other municipal specialized scheduling and special event needs.
19	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>NCSA (North Carolina Sheriffs Association) - ODM was awarded a cooperative purchasing contract as an official technology and service provider with a customizable turnkey solution for any governmental agency to utilize.</p> <p>Off Duty Management was awarded a publicly solicited contract with the City of Gilbert, AZ, and the Gilbert PD. We provide a comprehensive turnkey solution to assist and administer their off-duty program. This includes free software, services fee management, online quotes, scheduling, invoicing, online payment processing portal, off-duty employer portal, collections, financial float, detailed real time and historical reporting functionality and comprehensive liability/workers compensation insurance.</p> <p>This contract carries a state clause allowing for cooperative purchasing agreements; piggyback or IGA (Intergovernmental Agreement). The City of Tucson (Tucson PD), AZ has utilized this cooperative agreement and IGA (Intergovernmental Agreement) to implement similar services for Tucson PD based on Gilbert's original publicly solicited contract. Lastly, we have 7 (2 outside of AZ) agencies currently in process of leveraging this cooperative purchase agreement and IGA. This demonstrates the value and desire to have these services offered through a cooperative agreement such as Sourcewell.</p>
20	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?	ODM currently does not have and GSA (General Services Administration) contracts or SOSA agreements.

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Gilbert Police Department City of Gilbert, Arizona	Chief Michael Soelberg	480-635-7575
Tucson Police Department City of Tucson, Arizona	Lt. Dan Lewis	281-316-4189
Amarillo Police Department City of Amarillo, Texas	Chief Martin Birkenfield	806-378-9487
Plainfield Police Department City of Plainfield, Indiana	Chief Jared McKee	317-837-7501
Fairfax County Police Department, Virginia	Lt Joseph Ankers	571-641-7005

**Table 5: Top Five Government or Education Customers**

Line Item 22. 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 *
Fairfax County Police Department	Government	Virginia - VA	Provide comprehensive support and administration of agencies off- duty program. Manage all policies and procedures governing off-duty jobs including fee and price quotes, contracts, scheduling, invoicing, billing, payment management, collections, financial float, and A+ liability and workers compensation insurance.	In excess of 175k officer hours scheduled annually and growing.	There is no dollar volume for the municipalities as our services are free for the municipality, law enforcement agency, and officers. Off-duty employers who utilize agency off-duty officers pay a small administrative fee to cover Off Duty Management's services, insurance, and software. ODM collects the payments via our online portal and pays officer hour pay-rates either directly to the officer or municipality, depending on specific agency governance. ODM retains an administrative fee once fees are collected from vendors.
City of Tucson Police Department	Government	Arizona - AZ	Provide comprehensive support and administration of agencies off- duty program. Manage all policies and procedures governing off-duty jobs including fee and price quotes, contracts, scheduling, invoicing, billing, payment management, collections, financial float, and A+ liability and workers compensation insurance.	In excess of 100k officer hours scheduled annually and growing.	There is no dollar volume for the municipalities as our services are free for the municipality, law enforcement agency, and officers. Off-duty employers who utilize agency off-duty officers pay a small administrative fee to cover Off Duty Management's services, insurance, and software. ODM collects the payments via our online portal and pays officer hour pay-rates either directly to the officer or municipality, depending on specific agency governance. ODM retains an administrative fee once fees are collected from vendors.
City of Asheville	Government	North Carolina - NC	Provide comprehensive support and administration of agencies off- duty program. Manage all policies and procedures governing off-duty jobs including fee and price quotes, contracts, scheduling, invoicing, billing, payment management, collections, financial float, and A+ liability and workers compensation insurance.	In excess of 50k officer hours scheduled annually and growing.	There is no dollar volume for the municipalities as our services are free for the municipality, law enforcement agency, and officers. Off-duty employers who utilize agency off-duty officers pay a small administrative fee to cover Off Duty Management's services, insurance, and software. ODM collects the payments via our online portal and pays officer hour pay-rates either directly to the officer or municipality, depending on specific agency governance. ODM retains an administrative fee once fees are collected from vendors.

City of Gilbert Police Department	Government	Arizona - AZ	Provide comprehensive support and administration of agencies off- duty program. Manage all policies and procedures governing off-duty jobs including fee and price quotes, contracts, scheduling, invoicing, billing, payment management, collections, financial float, and A+ liability and workers compensation insurance.	In excess of 35k officer hours scheduled annually and growing.	There is no dollar volume for the municipalities as our services are free for the municipality, law enforcement agency, and officers. Off-duty employers who utilize agency off-duty officers pay a small administrative fee to cover Off Duty Management's services, insurance, and software. ODM collects the payments via our online portal and pays officer hour pay-rates either directly to the officer or municipality, depending on specific agency governance. ODM retains an administrative fee once fees are collected from vendors.
City of Amarillo Police Department	Government	Texas - TX	Provide comprehensive support and administration of agencies off- duty program. Manage all policies and procedures governing off-duty jobs including fee and price quotes, contracts, scheduling, invoicing, billing, payment management, collections, financial float, and A+ liability and workers compensation insurance.	In excess of 25k officer hours scheduled annually and growing.	There is no dollar volume for the municipalities as our services are free for the municipality, law enforcement agency, and officers. Off-duty employers who utilize agency off-duty officers pay a small administrative fee to cover Off Duty Management's services, insurance, and software. ODM collects the payments via our online portal and pays officer hour pay-rates either directly to the officer or municipality, depending on specific agency governance. ODM retains an administrative fee once fees are collected from vendors.

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *
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23	Sales force.	<p>Off Duty Management has an extensive internal sales team currently in 38 states and growing. We anticipate having all 50 states covered by mid-2021 or sooner; we added coverage to an additional 10 new states since the beginning of 2021 and continue to build out our infrastructure to match growth and service needs. Our corporate office, including our service, operational support, sales, and leadership team are based in Katy, Texas. Our sales team is comprised of Vice President of Business Development/Marketing and Regional Business Development Managers strategically based in:</p> <p>Katy, TX                  Phoenix, AZ                  Atlanta, GA                  Minneapolis, MN                  Chicago, IL                  Myrtle Beach, SC                  Birmingham, AL.</p> <p>Additionally, our Business Development Managers have numerous state sales liaisons reporting to them. Combined ODM currently has coverage in 42 states and growing rapidly. We are a national company with the ability to service governmental agencies in all 50 states, US territories and Canada. We can service most municipalities and governmental agencies in continental U.S. in under 4 hours.</p> <p>Our sales team brings a unique and diverse perspective on the off-duty industry. We have hundreds or years' experience in working off-duty, managing off-duty agency command staff, running an off-duty company for over 18 years along with corporate executives from some of the most notable national fortune 100 companies that hired off-duty officers for their business needs. This unique and special 360-degree view of the off-duty industry allows ODM to deliver unparalleled industry service and innovation.</p> <p>Supporting our meteoric growth, we have strategic plans for physical office expansion in critical regional markets. Additionally, the opportunity for growth and market expansion in Canada is significant and we are currently sourcing field teams to support the educational needs in the early phases of adoption.</p> <p>Over 80% of our sales team have public sector or law enforcement experience. We are women owned business with over 70% team comprised of women. We also are proud of the diversity of our team allowing for us to be better partners with our customers their communities. We work with closely with NAWLEE (National Association of Women Law Enforcement Executives), NOBLE, HNLEA many other associations ensuring we meet the diverse needs of governmental customer base.</p> <p>We are a national company with the ability to service governmental agencies in all 50 states, US territories and Canada with our sizeable team of experts within the secondary employment industry. ODM is based on a secured internet network, conveniently allowing us to serve the administration needs of agencies throughout North America and Canada. ODM has the capabilities to physically service most governmental agencies in continental U.S. in under 4 hours. This is partnered and supported with world class 24/7/365 service support. The reality is our customers rarely need our in-person services as a result of our highly efficient support service and innovative secure technology and software. We are proud of our rapid growth ODM, as we have established an effective, simple to use comprehensive service; all while increasing our agencies overall satisfaction, we have continued to grow exponentially since inception and anticipate this to continue for many years. To continue to meet our goals, we have developed a strong educational platform including case studies, to raise awareness around the high risks and liabilities that surround off-duty jobs.</p> <p>ODM is responsible for all training and implementation. Our operation team will ensure all officers, vendors and the agency are familiar and trained on our software and can also use our support team if any questions occur as time prolapse. OfficerTRAK® software is constantly updated with innovations based on partner and industry input and can be customizable for each agency and their needs. This allows for a dynamic and innovative software and service solutions that provides optimal efficiency based on the true needs of our agency partners. Part of ODMs (OFF DUTY MANAGEMENT) main mission is education and training. Our sales team goes through extensive training to ensure we provide our partners with the critical industry information that is impacting the high risk and liability that accompanies off-duty employment and how they can solve these issues.</p> <p>Our team is also versed on the most efficient and effective processes for agencies to acquire our services, software and support including the benefits of cooperative purchasing through our NCSA (North Carolina Sheriffs Association) and City of Gilbert PD awarded contract. Many of our perspective agency partners utilize Sourcewell as the preferred method for new agreements and requested that we become a Sourcewell partner for efficiency and simplicity. We are excited about a potential awarded contract from Sourcewell in the initial stages of this industry growth and look forward to continuing to develop a partnership that is part of the exponential growth and volume that would result from an award for this cooperative agreement.</p> <p>Please see attached:                  A1 - ODM and OfficerTRAK Detailed Overview                  A2 - ODM National Sales Team Map</p>
24	Dealer network or other distribution methods.	<p>ODM does not have a dealer network. We have found success by maintaining all aspects of our business internally. All Off Duty Management services, sales and technology are managed by a strong internal sales network that values our service culture, education and dedicate to protecting law enforcement and governmental agencies. Our team is comprised of full-time and contract employees that support our educational mission and off-duty program administration with governmental agencies across the country. We know our business and customers are best served when we sell direct to them providing for a seamless and highly efficient and satisfying experience. Therefore, we have our Service Guarantee for every governmental agency partner we work with.</p>

<p>25</p>	<p>Service force.</p>	<p>Off Duty Management provides 24/7/365 bilingual service that supports agencies, officers, and off-duty employers. Our service center is based in our corporate office in Katy, Texas and staffed by a team of specialists, in addition to our field sales/support team and insurance provider team that are an average 4 or less hours away from any partner in the North America. We seek only the best talent and providing them with a great culture, mission, and commitment to our customer. We have extensive training and ongoing communication encouraging innovation, ideas, and efficiency all in the name of delivering superior service every day. The ODM team are experts in off-duty years of experience in operations, scheduling, fee management, invoicing, accounting, billing, online portal support, app support and collections. We have gone great lengths to establish a nationwide service, by providing a 365/24/7, around the clock service for any of our partners. Additionally, upon execution of an agreement, every law enforcement agency/municipality is assigned a dedicated service implementation/project manager, account manager operational specialist. In conjunction with this ongoing support and partnership with their specific Business Development Manager and/or business liaison is maintained. One clear point of contact for simplicity with support from the team, ODM's business is built on providing world class service. Our references and active agencies can attest to this. We put our municipal partners first in everything we do. ODM's business is built on. To meet all these goals, ODM's has established an amazing team of service and operational specialist lead by a past private sector executive with extensive experience in the needs of off-duty employers. This team fields all questions and ensures they get answered quickly and information is shared with the appropriate parties to ensure feedback is reviewed and assessed. s</p> <p>ODM is responsible for all training and implementation. Our operation team will ensure all officers, vendors and the agency are thoroughly trained on our software/app. They will also be supported ongoing by our service and support team 24/7/365 if any questions occur or support is needed. The OfficerTRAK® software is constantly reviewed and can be customizable for each agency and their needs.</p> <p>Please see attachments:  A2 - ODMs National Sales Team Map  A3 - ODMs Insurance Service Support Map  A4 - ODM Service Guarantee</p>
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26	<p>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>	<p>ODM's people, processes, and technology allow us to provide "world class service." Our software, OfficerTRAK® technology provides officers, command staff, administrators and off-duty vendors with unparalleled service and support through a comprehensive turnkey solution and easy to use interface. All operations are supported by a 24/7/365 bi-lingual Off-duty employer/vendor service team based in the U.S. Every software issue will be brought to our software development team to analyze and make any necessary adjustments for current development or enhancements to OfficerTRAK®.</p> <p><b>SERVICE CAPABILITIES:</b> Most of our business is executed online. 76% of our requests for services include scheduling, invoicing, and payments come through our online portal and app-based technology, OfficerTRAK® providing all parties a highly efficient method to manage off-duty assignments.</p> <p>Our governmental partners get the advantage of a customized system and algorithms tailored and built exclusively to meet their specific needs, rules, and orders.</p> <p>Every governmental partner has a dedicated operations specialist to review the specific details of each request; we ensure everything meets the agency rules and requirements. Another benefit of ODM being the experts, we can find things that might be high risk, even though they are within the agency guidelines. When this occurs, we notify appropriate command staff or agency contact for course of action.</p> <p>We know it is important to have traditional methods of hiring off-duty officers as well. We offer any party involved in an off-duty job request the ability to talk with someone directly. They can do this by speaking with one of our U.S. based service specialist live,24/7/365. We have an unmatched response time, and our software system has a 99.9% reliability rating. Vendors get immediate support in an emergency and their jobs get posted within minutes to every officer signed up for off-duty access through OfficerTRAK®.</p> <p><b>RESPONSE-TIME CAPABILITES:</b> Since ODM is built by officers, for officers, delivering superior service and providing fast solutions to our off-duty employer/ vendor needs is in our DNA of 365/24/7 around the clock support. Each of our new agency partners are assigned a dedicated operations specialist who is trained on the policies and requirements of their specific agency program. They act as an additional layer of quality control and protection for the officers. Not only do they screen every incoming job request to assure compliance with the agencies existing policy, but they follow an additional ODM investigation protocol to identify potential risks to officers not covered in their policies.</p> <p>We are at our best during times of crisis, which is when demand spikes for off-duty work, even in large geographic areas. Our systems and headquarters were built for reliability. We stay fully operational even in the most severe circumstances. Officers and off-duty employers expect us to be there during these critical moments and to have fully functional services. This keeps these administrative off-duty burdens off their plates and lets them focus on the real needs of community during these times of crisis. During any liability or Workers Compensation needs, we understand the timelines and the fast response times needs to properly submit any documentation needed for every type of incident.</p> <p><b>RESPONSE TIMEFRAMES:</b> Injured employee seeks or requires medical attention:</p> <ul style="list-style-type: none"> <li>--Incident reports are filed and gets to a medical care facility--- completed within 24 hours, including after normal hours, weekends, and holidays.</li> <li>--Injury requires in-patient hospitalization or results in death---Reports turned in within 4 hours of the incident, Fatality reports files with OSHA (Occupational Safety and Health Administration) within 8 hours, and amputation or loss of eyesight reported within 24 hours.</li> <li>--ODM's director and supervisors are constantly in patient progress/ status.</li> </ul> <p>Our corporate office was built to withstand hurricanes, tornadoes, and is on high ground to avoid flooding. We are also located within blocks of local police and fire stations and operate on their power and cellular grids. Our offices, systems, and technology are fully mobile if the need ever arises. During the recent COVID-19 outbreak, our services and team were available live, 24/7/365. We saved our agency partners valuable time and resources, as they did not have to physically handle the spike in demand or cancellations that occur around off-duty work during times of crisis.</p> <p>Also, during the Houston flooding, we were fully operational as a result of our strategic planning and understanding that we must always be available and operational given the unique nature of the customers we serve. Off Duty Management is built to provide superior, uninterrupted services that are simple and efficient in the best and worst of times. This allows our agency partners to focus on protecting the community and saving lives. Being built by officers for officers, we know how critical it is to stay functioning when especially when needed most.</p> <p><b>COMMITMENTS:</b> Though many OfficerTRAK® features are automated for the officer's convenience, it is supported by a live 24/7/365 support team member.</p> <p>When a governmental agency partners with ODM, they understand we will be there for the long haul and when they need us most. We are a unique provider, we own our entire software, operations and are the complete source for comprehensive off-duty administrative services, software, and insurance. All agencies and municipal partners are covered by our exclusive service and performance guarantee.</p> <p>See Attachment: A5- ODM Sample Implementation Process A6- ODM Order Process Overview</p>
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27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Off Duty Management's strategic plan is to provide service to all 50 states, as well as all US territories. We have increased states with governmental partners by over 100% in last 8 months and expect to see that growth continuing for the next several years. We have the capacity, experience, financial strength, and infrastructure to do so. Every one of our current agencies can attest to our ability and passion to provide our software, "world class service" and superior operational support to each and every partner and the communities they serve. ODMs current sales and operations teams are positioned well both from a talent and broad geographic representation to provide unmatched service and support to all Sourcewell participating entities.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our strategic plan will address as opportunities and needs as they become available. We have already been in communication with Canadian agencies, and they are exploring our industry solution. Our services, software, and app technology are fully functional in Canada. Our president and owner have operated in Canada for several years and gives us unique insight and knowledge that will enable a simple implementation for any Canadian law enforcement agency looking to utilize our services.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There is not any geographic areas of the U.S. or Canada that we will not offer our software and comprehensive services to. ODM's expectation is to provide our comprehensive services, software, insurance, and support to all 50 states and Canada. We have the complete infrastructure, talent, technology, financial strength, and operational capacity to support all governmental law enforcement agencies in the U.S territories, and Canada.
30	Identify any Sourcewell 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>Off Duty Management primarily focuses on providing service and assistance to aid governmental entities with their law enforcement agencies secondary or off-duty jobs. Our capabilities extend to fire departments as well, where industry specific off-duty work is not as prevalent. Within fire departments there are many different rules governing this work, although it is typically much less restrictive than law enforcement, such as color of law guidelines that most officers' carry with them at all times, which necessitates a higher need for a centrally administered service and software solution governmental law enforcement agencies.</p> <p>We do not have any limitations in other segments of governmental agencies. Our OfficerTRAK® software has extensive applications to assist with software/app-based job assignments and dispatch, governmental agencies at the local and state level. Federal agencies are mostly precluded from working off-duty as a conflict of interest. We are working with Department of Justice (DOJ) on a project that may develop into a pilot opening up this segment that has previously been unavailable.</p> <p>Law Enforcement and Fire personal are the only sectors that must monitor secondary employment when it is in the same scope of their primary employment given the laws, risks and liabilities that are present with this work.</p> <p>We are currently expanding our software and app functionality to all municipalities to manage scheduling, mandated overtime, or special events. We see great functionality benefits for public works, schools - with substitute officer backup scheduling, City maintenance- special events and courts, these are currently in development with our OfficerTRAK® operational team. This expanded software and app functionality is in development and will be available soon.</p>
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions on ODM's ability to deliver our same suite of comprehensive services and software in Hawaii, Alaska, or other U.S. territories. All governmental entities in these areas would experience the same services and support as agencies in the contiguous 48 states. We are currently in conversation with two large agencies in these identified areas.

Table 7: Marketing Plan

Line Item	Question	Response *
32	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><b>OVERVIEW:</b> We have developed a co-branded marketing plan to include Sourcewell in our current business plan and have used our marketing to establish flagships for new customers. Using the Sourcewell Website and marketing tools have increased our confidence in succeeding in our new business plan. The Sourcewell co-branded flagships include vendor guides, partnerships at tradeshows, email campaigns including videos and flyers to increase our Sourcewell partnership awareness.</p> <p>See attachments: M1- Sourcewell Tradeshow Resources Flyer M2- ODM's Vendor Resource Guide</p> <p><b>OUR APPROACH:</b> Off Duty Management would market this cooperative RFP to any governmental agency looking to facilitate their procurement process in acquiring the no-cost administrative services, software, insurance protections and support provided by ODM. This would be to implement a turnkey, comprehensive off-duty management software and administrative services solution for their agency; including technology, service requests, fee-management, cost, proposals, invoicing, insurance, reporting and providing off-duty employers a secure online portal for requesting scheduling and payment for off-duty officers. ODM will also market aggressively, the fact that this contract allows governmental agencies to save valuable time, money, and resources while providing unparalleled service and insurance protection to the municipality, officer, and off-duty employer. 2020 and 2021 has brought significant challenges to law enforcement budgets and created heightened risk and liability exposure. If selected, ODM will use a mix of our best practices to create a co-branded marketing plan including vendor guides, partnerships at tradeshows, email campaigns including videos and flyers to increase awareness allowing agencies to easily access this Sourcewell Partnership. The marketing message enhances our save resources commitment and will enable agencies; utilizing this Sourcewell Cooperative agreement to save tens of thousands of dollars by quickly adopting ODM comprehensive administrative services and software. ODM's Practices include face-to-face or virtual presentations, web presences, online social platforms, email campaigns and attending tradeshows to form relationships and education the Law Enforcement community on the extensive risks and liabilities currently facing off-duty jobs. ODM educates the Law Enforcement community about the changes in liability and what our industry can do to help better their off-duty experiences in the safest way possible. Sourcewell's brand specifically shows the ease and trust their customers can have with all their partnerships; ODM is here to do the same.</p>



Our marketing will focus around how this ODM, and Sourcewell Cooperative agreement will give them immediate access to implementing a no cost, turnkey solution that will:

1. Free up valuable budget dollars currently being spent to administer off-duty program. Protecting critical resources from being cut as a result of budget reduction.
2. Limit agency liability and risk exposure for off-duty jobs with our A+ rated liability insurance.
3. Save Taxpayer funds being spent to monitor and manage these off-duty programs.
4. Improve oversight, transparency, and reporting around off-duty work. ODM significantly reduces or eliminates the majority of financial risk and general liability for municipalities.
5. Ensure officers are immediately covered with workers compensation for off-duty jobs. Unfortunately, much confusion and misinformation around who is covered and when. The harsh reality most are not creating significant risk liability exposure for the agency and officers. Marketing how agencies can and the transfer this risk and financial responsibility to ODM verses utilizing city budgets and taxpayer dollars. While guaranteeing officers are covered in the event of injury or liability issues when working off-duty is critical

#### MARKETING PRESENTATIONS:

All agency presentations (in person and webinars) would include materials outlining Sourcewell's national cooperative contract along with the benefits it provides for municipalities and governmental law enforcement agencies. ODM intends to ensure this agreement is promoted across all marketing channels. We will partner with Sourcewell team to ensure all creative and content is within expectations and guidelines. We know there is high demand for this cooperative agreement as several agencies have asked us about being in the Sourcewell Cooperative. Off Duty Management will have marketing collateral that specifically outlines this contract for all city managers, procurement, and HR state level conferences we attend, promoting the Sourcewell contract and its benefits.

#### WEB PRESENTS:

Our strong online presence allows ODM to build our brand. Our brand position as authentic industry experts (built by officers for officers) continues to grow rapidly creating increasing demand, customer engagement and agency adoption rates. Along with making our business readily accessible, online presence also gives our agencies an uncomplicated way to find out more about what ODM has to offer. ODM also does research to place relevant education material for officers, their agencies, and vendors alike to create a useful online environment. This is also a way ODM can provide co-branded collateral for use on the Sourcewell website.

#### SOCIAL PLATFORMS:

Off Duty Management makes use of LinkedIn, Facebook, and Instagram social platforms and use online communities to publish content, create blogs and pursue marketing strategies. We choose to use these online communities to establish a relationship with further leads, educate the law enforcement community and announce our partnerships with organizations and procurements. Over the years we have used audience targeting and paid search to create such an environment and could discuss further strategies with Sourcewell to accommodate specific targeting and boosting approaches. Our social posts are used in various ways including video, imagery and sharing to boost our partners' events and updates. We strive to be an addition to the Law Enforcement community and be in an environment in which common interests are shared.

#### EMAIL CAMPAIGNS:

Email Marketing campaigns are essential components of our effective marketing strategy in today's competitive marketplace. Such campaigns allow us to help educate and protect governmental partners and our relationships, gather valuable data, and motivate agencies to keep coming back for more. This is another way we also create our educational articles, direct our customers to partnerships we have developed and created a gateway to support the Law Enforcement community. This is optimal way ODM engages leadership, agencies and many other roles and titles in government across the North America territory. ODM always seeks to strengthen awareness of our comprehensive services, in addition to our procurement partners. ODM runs many educational campaigns annually that connect to public articles, landing pages and other content of interest throughout the year. ODM's email marketing campaign strategies are connected to our website for interested contacts.

TRADESHOWS/CONFERENCES: Trade shows are an important strategy because they offer ODM a platform to be the forefront of agencies to help educate the Law Enforcement community about the new risks and liabilities within the off-duty administrative industry. ODM strives to create new opportunities to educate, protect and offer solutions to officers. ODM can help save the agency time, money, and resources through our solution. There is not a need for officers to invest time chasing jobs, worrying about liability coverage, or financial payments after/ or during an off-duty job. Officers are here to protect the community out on the field, and to have a peace of mind by leaving ODM to do the rest. Co-branding with Sourcewell will add value to our tradeshow presents by furthering the extent of the peace-of-mind. Sourcewell is a trusted organization that makes the ease of contracts comfortable. As Sourcewell saves time and effort, our partnership is one in the same.

See attachment:

M1- Sourcewell Tradeshow Resources Flyer

Please see the attached examples of the potential co-branding ODM would begin to deploy if acceptable with Sourcewell's protocols and requirements. We would include similar messaging on numerous marketing vehicles and channels beyond these examples. The attached ODM Tri-fold example is our most distributed marketing piece. You will see the sample messaging on our back page with other national partnerships. Please see attachments for marketing collateral examples and potential Sourcewell cobranding (contingent upon Sourcewell authorization and approval).

- M3 - ODM Trifold
- M4 - Top 15 FAQ's
- M5 - Why OfficerTRAK®
- M6 - Vendor Benefits
- M7 - Officer Benefits
- A7 - References

		Our expectation and strategy are to develop specific creative and content around a Sourcewell Cooperative agreement that will be deployed as a new ODM marketing campaign in addition to augmenting existing collateral as referenced above.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Off Duty Management has a comprehensive marketing strategy which involves email, web, social and CRM elements. We also use traditional marketing platforms and channels such as conferences, tradeshow, and direct mail. ODM has a robust testing strategy for critical data mining providing the necessary insights and understanding to craft relevant and engaging messaging, content, branding, channels optimization and captivating creative. Once the data mining and analytics are complete the information is utilized to gather insights and opportunities to optimize our ongoing process including ROI, diversification, communication strategy, educational effectiveness, leading to increased awareness and engagement that improves service contract adoption rates across the country. These processes outlined above will be deployed to optimize Sourcewell contract adoption rates should we be selected as a Sourcewell provider. More detail also elaborated more above in Q32.</p> <p>Within social media partnerships, ODM will share, comment, and connect with Sourcewell's shared posts. This mutual connection within these activities can give a larger scope of impressions. We will also utilize our existing E-mail data base to promote the Sourcewell Cooperative. Putting our partnership logo and alliance into a specific email distribution to our cultivated leads will help with the build awareness within our existing governmental agency contacts generating interest and engagement. Using these prospective leads,</p> <p>campaigns will be developed. We will also create target social campaigns specifically around conferences for increased impact. Using Sourcewell in these marketing channels will increase the level of efficacy in attracting more cooperative agreements which will save time, money, and resources for governmental agencies.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We believe Sourcewell has done the heavy lifting and created a terrific platform to support governmental agencies across the country and the work is up to ODM to partner with Sourcewell to promote this valuable partnership to governmental agencies across the nation and in Canada as a result we see Sourcewell's role as minimal.</p> <p>First, creating and maintaining this respected and trusted resource for governmental agencies that allows governmental partners and properly vetted private businesses to partner enabling reduced acquisition time and costs is already happening.</p> <p>Next make the information readily available to your network of governmental agencies through your website and other appropriate communication channels. Provide Sourcewell contract partners with appropriate collateral to appropriately co-brand marketing efforts at major events or conferences.</p> <p>Lastly, ensure the process is simple and efficient for any municipality working to adopt this contract through a Sourcewell cooperative agreement.</p> <p>We believe the current comprehensive on-going support and online resources that Sourcewell offers will be highly beneficial. It is our understanding numerous resources and marketing tools are readily available including Sourcewell contract training, marketing tools and website resources.</p> <p>This contract, as mentioned above, will be heavily integrated into our selling, education, and marketing process. Our field teams will have material readily available to provide this information to municipalities. We will promote the ease and simplicity of this process along with the benefits that a nationally solicited contract brings with it. This is a critical service tool for Off Duty Management.</p> <p>We have received requests from several municipalities about being in the Sourcewell network that could have utilized our services sooner through this efficient and cost-effective cooperative opportunity: saving them valuable time, money, and resources. We will have various levels of integration, education, and marketing around this contract should we be granted the opportunity. Minimally this cooperative contract is guaranteed to be utilized during all on-site/webinar presentations, industry conferences and tradeshow as well as at all city manager/ risk/ procurement conferences we attend.</p>
35	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.	Currently we do not have any partners utilizing and e-procurement process as there is no cost or expense for the governmental agency or officer to acquire our comprehensive services and software making e-procurement unnecessary. We have created a highly efficient agreement process that is streamlined and simplified based on governmental partners feedback and recommendations enabling our partners to adopt our services quickly and according to their needs and policies. Should and agency choose our software only solution e-procurement would be offered.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Off Duty Management offers extensive training, support, and software upgrades all at no cost to the municipality. Our training is conducted by our implementation manager and her experienced team structured in two phases: implementation and ongoing support. It is recommended that all officers participate, although it is not mandatory. The agency will ultimately determine what is the preferred method and timing of their implementation training. All our training is conducted by our highly skilled and experienced Off Duty Management team, whether onsite, through online seminar or verbal communication. Training times are quick and efficient as the OfficerTRAK® software/app are simple and easy to use putting everything an officer needs to work and off-duty job in the palm of their hand. Our product is built by officers for officers and is constantly being upgraded and customized to fit the diverse needs of our agency and municipal partners.</p> <p>Implementation training consists of but is not limited to the following:</p> <ul style="list-style-type: none"> <li>• Onsite or webinar app training with officers</li> <li>• Onsite or webinar administrator training for agency portal access</li> <li>• There is no limit on number of agency administrators</li> <li>• Physical and online training guide options</li> <li>• Pre- Go live or activation test period, typically one week</li> <li>• Allows officers and administrators to be fully immersed in OfficerTRAK® and the app prior to execution of actual off-duty jobs posting.</li> <li>• Communication and training options available for all existing/long term off-duty employers</li> <li>• Self-guided off-duty employer training via cloud-based vendor portal</li> <li>• Access to our live 24/7/365 bi-lingual support team</li> </ul> <p>See Attachment: A5 - ODM Sample Implementation Process</p> <p>ONGOING TRAINING:</p> <ul style="list-style-type: none"> <li>• New officer training guides available at agency Cloud based video or webinar training as needed.</li> <li>• 24/7/365 live bi-lingual support team</li> <li>• Agency administrator training upon request</li> <li>• Off-duty employer cloud based step-by-step guide available in online off-duty employer portal</li> </ul> <p>OfficerTRAK® was built with years of industry experience. This knowledge ensures that whether you are an agency, officer, or off-duty employer the system is simple, intuitive, and easy to navigate. Additionally, our service specialists guarantee the training, support and partnership is there on demand 24-7/365.</p> <p>Lastly, we constantly review our training, processes, app, software, and online portal. We do this to guarantee Off Duty Management is providing the most technologically advanced, effective, and efficient solution for managing, working, and paying for off-duty jobs in the nation. We continually work with leading law enforcement associations across the nation including: IACP, MCCA, FBINAA, NSA and several other state agencies to ensure we are helping reduce the risks and liabilities of off-duty work while saving municipalities critical time, money, and resources.</p> <p>See Attachment: FS1 - Off Duty Management Summary</p>
37	Describe any technological advances that your proposed products or services offer.	<p>OfficerTRAK® is innovative technology that is constantly adding advancement to enhance the simplicity and overall customer experience. This includes the online vendor request and payment portal, notifications module, heat mapping technology, geo-fence tracking for more accurate fee calculations and fee management. It adds customized web and mobile app experiences for off-duty employers and officers. Lastly, we are passionately committed to ensuring our system has the strongest data encryption and security protocols in the industry. We constantly look to see if there are more enhanced options available. We have regular scheduled app and software updates to push the benefits of our technology and enhancements out to all agency partners at zero cost.</p>
38	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>Off Duty Management's centrally administered programs are one of the best tools available to governmental agencies to help reduce their emissions and overall waste, along with reducing the resources being used to manage off-duty work.</p> <p>Our solution offers a significant reduction in the use of resources across all channels (agency, officer, and off-duty employer) which aids in the elimination of millions of pounds of paper and plastic consumption. A centrally administered program reduces fuel usage and subsequent emissions incurred by the off-duty logistics process.</p> <p>ODM is involved in company-wide initiatives to recycle glass, aluminum, plastic, and cardboard waste. Our document shredding protocol also helps to ensure that paper waste is broken down and appropriately recycled. Our upcoming headquarter expansion plans closely follow LEED (Leadership in Energy and Environmental Design) certification guidelines and we have plans to integrate solar technology.</p>
39	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>ODM's services, software and insurance protections are all app cloud-based software allowing for significant paper, toner and plastics reduction across all governmental agency partners and the off-duty employers. We know how important conservation our partners and the communities are they serve. Our comprehensive solutions with requests, scheduling, time management, invoicing, and reporting all being cloud and app based allow ODM to be a proud partner with our agency partners in promoting sustainability and efficiency.</p>
40	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.	<p>ODM is a proud member of WBENC and have been for several years led by our President and owner Sherry Rowley.</p> <p>WMBE ORGANIZATION: WBENC National Certification Number: WBE1801466</p> <p>Please see attached: 2021 WBENC ODM Certificate</p>
41	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to	<p>Overview of unique and comprehensive services offered by Off Duty Management: We are the largest and most experienced complete off-duty management provider in the nation. We offer over hundreds of years of experience. Off Duty Management understands the intricacies of off-duty work in all 50 states and Canada. Our extensive experience with hundreds of years of law enforcement off-duty experience, coupled with hundreds of years of private sector off-duty employer experience gives us a unique level of expertise and</p>

Sourcewell participating entities?	<p>industry perspective that is unmatched. We provide" world class" service across the U.S. ODM takes immense pride that we have never lost an off-duty employer/ vendor for service in our history. We are dedicated to creating a great environment and highly efficient system for all involved with the off-duty process while providing a valuable no cost solution for the governmental agency in its officers.</p> <p>We are the leading off-duty law enforcement service provider with comprehensive services, software, insurance, support, and innovative technology. We are not a software, security, or paralegal company. ODM is the leading provider of comprehensive and complete administrative services for governmental law enforcement off-duty programs and governmental agencies with software and application needs to support their schedule management Computer aided dispatch, Records Management Software, App based communication, team location tracking exclusively for off-duty, special project, and special event workforce management needs. We developed a software technology that was built and designed to exclusively service Governmental agencies and officers. OfficerTRAK® provides a state-of-the-art platform with ease to use off-duty employment administration uniquely for agencies, officers, municipalities, and off-duty vendors. It puts everything and officer needs to work and manage and off-duty assignment in the palm of their hand.</p> <p>We also offer superior financial strength and stability. Providing our partners an unmatched foundation they can trust and always be available especially when needed most and for years to come. We are the only off-duty provider that has no debt, venture capital, 3rd party owners, or factoring (borrowing against receivables to make payroll). Our comprehensive services were built to eliminate risk and liability; this can only be accomplished with strong financial disciplines and principles leading to secure and stable financial foundation. ODM is the only provider to regularly offer AM Best A+ rated "Superior" comprehensive liability insurance and full statutory workers' compensation coverage in the nation. Our workers compensation insurance follows state statute and our A+ liability policy is backed by some of the strongest insurers in the nation offering multi-million-dollar coverage for all parties involved in off-duty job assignments. The off-duty employer uniquely has the same multimillion dollar liability coverage that the agency and officer receive. This coverage that is provided to the off-duty employer is included in the small administration fee they pay ODM. This gives them comfort knowing there is the necessary protection needed for them personally or their business avoiding potentially costly litigation.</p> <p>Off Duty Management is the benchmark in any industry with Workers Compensation. Our EMR of .51 is represents exceedingly rare superior performance in in the insurance industry for any type of company. This means our agency partners are receiving great coverage from a company that sets the standard of excellence and is highly respected within the insurance industry with and EMR of .51, Partnering with ODM means you are getting the best safety, reliability, and performance from the insurance coverage provided. ODM will be there when it matters most!</p> <p>We are WBENC certified – women owned business that offers an exclusive cloud-based app and online payment portal powered by the nation's leader, NetSuite and our proprietary OfficerTRAK®. This Exclusive proprietary software is built by officers for officers. We did not buy it; we built it. OfficerTRAK® is fully customized for our agency partners with many exclusive features:</p> <ul style="list-style-type: none"> <li>o Real time dashboard for the agency and off-duty employers.</li> <li>o All app and cloud based with the highest security protocols.</li> <li>o App based clock in/ clock out.</li> <li>o Ability to attach notes, photos, video, and maps to all jobs.</li> <li>o Share real time photos and video with officer on jobs.</li> <li>o 100's of ways to publish jobs for officers, which helps optimize for fairness and efficiency.</li> <li>o Exclusive dashboard and portal for off-duty employers with instant access to their current and historical information.</li> <li>o Officers have app-based access to their current and historical jobs.</li> <li>o Officers are paid weekly regardless of where ODM is in the off-duty employer payment process.</li> <li>o 24/7/365 live service from dedicated operations managers with bi-lingual capacity based in USA.</li> <li>o ODM has dedicated operations manager for the municipality and agency.</li> <li>o Mapping technology helping officers navigate exact locations of their shift postings.</li> <li>o Geo-fencing technology – See attached detail document for specifics.</li> <li>o GPS functionality to capture exact clock-in and out locations providing easy resolution for discrepancies.</li> <li>o ODM's highly efficient and simple online payment portal</li> </ul> <p>ODM's cloud-based system provides off-duty employers real time access to the data, tools, and information they need. powered by an innovative combination of our proprietary OfficerTRAK® software and the #1 ERP solution NetSuite. We leverage the power of people, process, and technology to simplify the process while adding unmatched efficiency and service support.</p> <ul style="list-style-type: none"> <li>• ODM provides agencies free internal OT and special event use for our agency partners and a dedicated team for implementation.</li> <li>• We work closely with the agency, officers, and off-duty employers to ensure a seamless integration of OfficerTRAK® and Off Duty Management support services and provide a free ongoing support solution for all parties.</li> <li>• The creation of departmental training tools for new officers after agency implementation has been executed for ongoing sustainability. These training tools are updated regularly and provided at no-cost the agency.</li> <li>• Supported by your 24/7/365 dedicated operations support team.</li> </ul> <p>We are an open and transparent company. Uniquely built by officers for officers and agencies to protect officers, law enforcement agencies, municipalities, and taxpayers. ODM uniquely understands how important it is to eliminate the risk and liability associated with managing and administering an off-duty program. Given this commitment, we are one of the only law enforcement service providers that readily provides direct access to the information, insurance and software features available for agency review and due diligence. Off Duty Management is proud to provide our agency, municipal partners, officers, and off-duty vendors unmatched financial stability, insurance protection and exceptional service all powered by our exclusive state-of-the-art technology OfficerTRAK®.</p> <p>Please see attachment: A1 - ODM and OfficerTRAK® Detailed Overview</p>
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Table 9: Performance Standards or Guarantees

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

Line Item	Question	Response *
42	Describe any performance standards or guarantees that apply to your services	<p>ODM is committed delivering "world class" (Gilbert PD- AZ) service for our agency partners and officers. We would rather you not ask us but our existing partners. We offer 24/7/365 service, dedicated account managers and service coordinators for every agency partner. We ensure we are there when needed most and have never lost a customer for service in our history. While our solution is a turnkey it has significant customizable features that allow our partners to have the resource, they need to make a positive impact for their agency and the community through their off-duty program.</p> <p>We provide a totally no cost solution for our governmental partners., They receive all of our comprehensive services, software, and insurances at no cost. Additionally, they complete access to our software and app free of charge for any and all internal uses. We will never charge a licensing fee, maintenance cost, upgrade fee or any fee at all to the agency or officers.</p> <p>We take pride in our service, and we live it every day. As a result of this we offer our exclusive service guarantee that allows any agency to cease our service with a 30-day notice, no cost, no hassle if they desire. We do not expect to happen and only have 30-day notice to ensure the agency can smoothly transition its community to its preferred process. We are built by officer for officers and understand how important the relationship is with the citizens of any community. This is our obligation to help the governmental agency and officers uphold their obligation and privilege with off-duty programs.</p>
43	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>ODM provides the best services and guarantee for our Governmental partners. First our solution is totally free, never any cost for our comprehensive software, services, multimillion dollar liability coverage, workers compensation and invoicing and payment processing. We float all the money and take the majority of the risk and liability away from the governmental entity and officer. Additionally, we also provide free internal use of our software and app for our partners. We have superior app and software reliability with a 99.999 rating and our facilities have been tested against real life natural disasters and surpassed all expectations without business disruption.</p> <p>We capture and disseminate officer and off-duty employer feedback metrics along with and dispute resolution. Other metrics include fill rates, drop rates, hours worked, invoicing reconciliation, officer payroll processing, and app ratings.</p> <p>We offer multi-year agreement if an agency desire. This ensures confidence our administrative rates will stay consistent for their community.</p> <p>We offer our exclusive service guarantee that enables an agency partner to end our services for any reason or cause with a 30-day notice, no costs or fees will be charged.</p> <p>ODMs service standards, guarantees and comprehensive no cost benefits provide our governmental partners and agreement some would say "too good to be true." We have never lost an agency for service in our history and we back this up with our service guarantee.</p>
44	Describe any service or support contract options for the items included in your proposal.	<p>It is important to note that our contract represents a service and performance agreement since a governmental agency, or its officers never pay for ODM's services and software. Contract options can and should be multiple years with multiple 1-year extensions depending on the needs of the municipality. These contract lengths ensure the administrative fee structure for the off-duty vendors stays in place for two years. The city assumes zero risk in a multi-year contract as we have a guaranteed 30-day escape clause with no fees, penalties, or residuals costs attached. Our services are no-cost to our government agency partners. Additionally, there may be contract options based on services required.</p> <p>Two main options exist are predicated upon; whether Off Duty Management or the municipality pays the officers. This does not impact our service, software scheduling, agency fee management, invoicing, collections, or online portal services we provide to the officer or off-duty employer in any way. The impact revolves around what insurance coverage is required. Workers' compensation coverage is not needed if the municipality is paying the officers through their own payroll system. When ODM collects and pays the municipality directly for all municipal fees and officer pay-rates, this results in a lower ODM administrative fee percentage to the off-duty employer as a result of no workers compensation coverage being needed or included by ODM. The governmental agency is responsible for all W/C in this scenario. The second main option ODM provides all the above services and pays the officer directly allowing for us to provide our statutory workers compensation coverage at no cost. We will also pay the agency directly for any vehicle or administrative fees are collected. Under this option ODM is completely responsible for all officers pay processing and 1099 completion and statutory workers compensation for the officers.</p> <p>Two others seldom used options that are available for our governmental partners:</p> <p>--Scheduling and Invoicing solution only.</p> <p>-- Software only solution allowing agency to continue to run the program in house- Very minimal reduction in labor costs for the agency. Most never choose this when you can have all of our Comprehensive services and insurance at no cost. Agencies do not have to utilize taxpayer funds to support the management and administration of and internal off-duty program.</p> <p>No additional service or support options are needed for the governmental agency when partnering with ODM as everything is included at no cost for the agency and officer. A software only solution results in the agency having to pay for these software licensing.</p> <p>Please see attachment: P3 - ODM's Detailed Pricing Methodology (for contract options)</p>



**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
45	What are your payment terms (e.g., net 10, net 30)?	<p>No cost = No terms. Governmental agencies receive a full suite of comprehensive services, software support, and insurance for no cost and therefore no payment options or terms are needed. If an agency does choose the software only option payment terms are available</p> <p>The municipalities and government agencies utilizing ODM's administrative services and software do not have any payments due for utilizing our comprehensive services, support, maintenance, and software. Zero cost = zero terms.</p> <p>Off Duty Management does provide off-duty employers/vendors with payment terms of net 30 days for most recurring requests. Again, this is stipulated in partnership with agency guidelines as Off Duty Management exclusively represents the governmental agency. ODM through our proprietary OfficerTRAK® software and on-line portal provides off-duty employers/vendors a simple and efficient way to request officers, scheduling, manage fees, proposals, invoicing, payments, and reporting.</p>
46	Describe any leasing or financing options available for use by educational or governmental entities.	<p>No leasing or financing terms are needed as a result of our no cost comprehensive services, support, software, and insurance coverages. Any of our governmental partners never pay a fee for anything related ODM comprehensive services provided for their entity. Software only option does incur fees although fees are minimal and would not require financing or leasing options.</p>
47	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell participating entities' purchase orders.	<p>Our services are completely free to the agency and officers. We do not use any 3rd party distributors or dealer network. Our agency partners are serviced exclusively by our highly trained Off Duty Management team members.</p> <p>We have detailed reporting capabilities that allow our partners a comprehensive set of analytics to review historically and in real time at intervals of their choice (daily, monthly, quarterly, yearly, etc.). We also have enhanced reporting functionality that accounts for all sales, officer payroll, vehicle fees and any other agency-initiated fees. As result of our robust reporting functionality that exists for our agency partners and off-duty vendors this will enable us to provide Sourcwell with timely and detailed reporting as outlined in the contract template.</p> <p>There is an order process for off-duty employers/vendors that is generated through our OfficerTRAK® app and software allowing for full transparency, fee management and pricing proposals through a cloud-based secure website supported by data storage for 7 years.</p> <p>Process is as follows:</p> <ul style="list-style-type: none"> <li>• Vendor submits request for officers through online request and fee portal.</li> <li>• ODM reviews all requests by leveraging our people, process, and technology to ensure requests meet all agency rules, and that the order is an acceptable request for an off-duty job. A dedicated account manager is assigned to each individual agency as the primary point of contact.</li> <li>• Items that are on the fringe or outside of guidelines are reviewed with our dedicated service manager and the established designated agencies contact or contacts for approval.</li> <li>• Once off-duty detail is approved, the job is published and posted according to agency guidelines. rules and SOP's, then released via OfficerTRAK® app for officers to sign up and accept the job.</li> <li>• Officers receive app notifications of pending job and then show up at vendor location to work the shift. Officer simply swipes on the job on their mobile device to clock in and start their job. They will also receive a reminder to clock out to repeat the same activity. All timekeeping and actual hours worked are recorded, managed, and reconciled through the OfficerTrak® application. Jobs are reviewed for accuracy by our agency specific accounting representative. All discrepancies with officers' hours and vendor are handled, researched, and resolved by ODM.</li> <li>• Officers are paid weekly (guaranteed) on designated day.</li> <li>• Vendor is invoiced weekly for actual hours worked and any other additional agency required fees.</li> <li>• Vendors can make payment through an on-line payment portal using multiple payment options or submit a check if desired for invoiced services. Some vendors will be required to make prepayments for services based agreed guidelines with agency.</li> <li>• Comprehensive, real-time, and historical reporting exists for all involved parties with relationship to management of fees charged, total hours worked, and payments made for off-duty details. Many other detailed options exist for reporting as well which allows agencies the customization they need for oversight, transparency, and accountability. Our people, process and technology create an extensive, detailed data base of critical information that is captured on both in app and through desktop software with easy cloud-based access for reporting and data analytics. This will enable ODM to provide up to date and accurate accounting of total officer hours worked.</li> </ul> <p>Please see attachment: A6 - ODM Order Process Overview</p>

48	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?	<p>ODM does has the capability to accept P-card procurement although this is never needed since our governmental partners never have to pay for ODM's comprehensive service, software, insurance, and support.</p> <p>ODM does accept many forms of payment from the off-duty vendor including Visa, Mastercard and Amex.</p>	*
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**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 *	
49	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>There is absolutely no cost for the comprehensive services, software, insurance labor, and support received by the governmental agency, and officers.</p> <p>Pricing options for the governmental agency or officers do not exist as all administrative services, software, and insurance at absolutely at NO COST.</p> <p>The off-duty vendor(employer) pays a small administrative fee to ODM for all the services, software, and insurance we provide the agency and officers when utilizing off-duty officers at their establishment or event. ODM's pricing is simple, transparent, and easy for the agency's off-duty. employers. The municipality and agency work with us to create a set. fixed percentage for the duration of the contract. This fee is determined by assessing unique agency specific factors including officer pay rate, insurance risk and financial risk. Lastly, whether the agency or ODM will be paying the officer directly will also have impact on the percentage the off-duty vendor pays. Generally, this percentage to the vendor will never exceed 20% the officer rate. ODM has an exclusive online off-duty vendor portal that seamlessly generates vendor quotes for full transparency and review prior to requesting and officers' services. If preferred a vendor can call in and receive and immediate quote with all pricing and projected fees from one of our 24/7/365 service support specialists.</p> <p>Please view a detailed Pricing, Methodology and Fee structure Attachments: P2- ODM Pricing Methodology Summary P3-ODM Pricing Methodology Infographic</p> <p>Keep in mind this is for the vendors utilizing the off-duty officer. The governmental agency and officer never have any fees or costs.</p> <p>Please see attached graphic and/or detailed document for off-duty employer pricing/fee model and methodology that is being utilized by municipalities throughout the nation. P2- ODM Pricing Methodology Summary P3-ODM Pricing Methodology Infographic</p> <p>Please refer to our active agency references provided to hear firsthand how simple and transparent the process is for the off-duty employers/ vendors. A7 - References</p> <p>It is important to note that agencies and municipalities (not ODM) establish all officers hourly pay rates and municipal administrative fees. These are typically outlined in the agency's general rules and orders governing off-duty employment. ODM works exclusively for the governmental agency and follow their general rules, orders, and policy. ODM advises where the agency's policies may have risk exposure for evaluation based on expert industry knowledge.</p> <p>Please see the attached documents for further pricing examples, details and specifics.</p> <ul style="list-style-type: none"> <li>• P1 - ODM Detailed Pricing Methodology</li> <li>• P2 - ODM Pricing Methodology Summary</li> <li>• P3 - ODM Pricing Methodology Infographic</li> </ul>	*
50	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.	<p>ODM offers the best possible pricing discounts available as our services are 100% no cost for the governmental agencies, and their officers. Therefore, we do not offer any additional discounts, rebates, etc. that would apply directly to the municipality or agencies. They receive all our comprehensive services, support, software, and insurance all at NO COST. A cost may be incurred should an agency choose the software only option at which time we would provide a 1% discount for the cost of our software only option. The software and app option do not include any services and insurance coverages. The agency utilizes our software to run their program completely with agency personal.</p> <p>Off Duty Management will provide a 0.5% percentage reduction in the Off Duty Management administrative fee charged to all off-duty employers for any municipality utilizing this Sourcwell cooperative agreement. This will have a positive impact in the community for the law enforcement agency, by providing a reduction in their off-duty employer/ vendor cost per hour.</p>	*



51	Describe any quantity or volume discounts or rebate programs that you offer.	<p>ODM management provides the best discounts and rebates for our software and service. Our services are free for our governmental partners and their officers. Our comprehensive services, software and insurance are always at NO COST to the municipalities and agencies. ODM's direct customers never pay any related fees or costs. Off-duty employers/vendors pay ODM a small administrative fee when requesting officers.</p> <p>No volume discounts apply for the software only option.</p>	*
52	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.	Off Duty Management's services, software, insurance, and support are at always 100% NO COST to the governmental agency and officers unless they chose our software only option. This would not be applicable to our services and software provided.	*
53	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.	No additional charges will ever be required with ODM's suite of services, software, insurance, and support. There will never be any shipping or freight charges, installation, set up, implementation, software upgrades or any training fees. All of these benefits are NO COST to the governmental agency officers. We guarantee a governmental agency will never have to pay ODM for any of the comprehensive off-duty administrative services and software we provide and will all be included in the Sourcewell agreement.	*
54	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, and shipping are not required as the ODM OfficerTRAK® solution is a cloud-based solution. There will never be any costs or additional fees for program delivery.	*
55	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Freight, Shipping and Delivery are not required as the ODM OfficerTRAK® is solution is a cloud-based solution. All virtual and/or onsite training is included at no cost as well. There are no costs for any offshore deliveries. Off Duty Management's services are completely free to governmental agencies, and officers.</p> <p>There are no additional administrative fees or costs for off-duty vendors in Alaska, Hawaii, Canada, or US territories. All fees for an off-duty provider are based on pricing methodology, not the location of the municipality or agency. ODM believes in a fair and transparent pricing methodology that is solely determined by the agency's internal rules, guidelines, and off-duty employer risk factors.</p>	*
56	Describe any unique distribution and/or delivery methods or options offered in your proposal.	ODM is unique in that we provide a completely "no cost", "no fee" comprehensive off-duty administrative and management system that is delivered via high secure, cloud-based system that does not requiring any additional distribution or delivery methods. We offer a turnkey solution backed by 24/7/365 live support. These methods save municipalities time, money, and resources while providing unparalleled protection and support. Our process eliminates all headaches around the off-duty fee management, scheduling, invoicing, billing, and online payment processing, and collections.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
57	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	<p>Off Duty Management's pricing proposal is both better and the same (see clarification below)</p> <p>How are we the same:</p> <p>Our services, software, and support fees and costs will always be the same for every governmental agency that partners with Off Duty Management. We will always be "no cost". No hidden fees, no charges, or costs of any kind. 100% zero cost to agencies and officers for ODM's complete administrative services and software solution. We do not have the ability to provide a cost or benefit to the governmental agency that is below zero.</p> <p>How we are better in this proposal for the governmental agency utilizing this Sourcewell contract:</p> <p>Off Duty Management will provide a 0.5% reduction in the administrative fee to the agencies off-duty employers as a result of any cooperative agreements resulting from this Sourcewell RFP</p>

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
58	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.	<p>ODM has included in-depth pricing models in our response. Our product has a customization factor based on the variables resulting from different payrates, orders, vendor risks and job distribution expectations. The pricing model attached is to outline the process that will ensure governmental agencies obtain proper pricing based on their unique needs and policies.</p> <p>Monthly and quarterly reporting through our OfficerTRAK® app and software. This is the same program our agencies utilize to document actual officer hours worked, so they can be in alignment with International Association of Chiefs of Police guidelines or agency guidelines. This reporting is available in real-time for our agency partners, as well as, in monthly reporting that is distributed systemically from Off Duty Management. There are multiple layers of verification audit protocols and redundancy. It is critical to have accurate accounting as these hours are the basis for our online and app-based solution OfficerTRAK®, officer's weekly off-duty pay remittance, and the off-duty employer/vendor invoicing that feeds the online payment portal and invoicing. There are numerous built-in audit mechanisms given the unique nature and parties involved in an off-duty officer working a secondary job. Timely and accurate payments to officers for hours worked is not only a vital cultural value within ODM; it is a service commitment that will not be broken. ODM is first and foremost a service company and is passionate about delivering exceptional service every day. In our industry, timely fee management, accurate invoicing, and guaranteed payments are critical. This necessity has allowed us to express our core competencies by creating a rigid and robust internal audit processes with various checks/balances ensuring all service, financial commitments, and standards are upheld and delivered without fail. We are all human and, from time to time, a mistake can arise. That is why we implement strict quality control protocols through people, processes, and technology to expeditiously remedy any systemic or human glitches as soon as possible. These redundancies allow for quick identification of issues and even quicker resolutions. Our error ratio is less than 0.1% and system has a 99.999 reliability factor.</p> <p>ODM will work Sourcewell upon award of a contract to meet Sourcewell's needs and requirements for quarterly sales reporting.</p>

59	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.	<p>Internal metrics will include:</p> <ul style="list-style-type: none"> <li>- Customer Satisfaction - Governmental agency or municipality</li> <li>- Hours worked</li> <li>- Off-duty job fill rates</li> <li>- Schedule adherence</li> <li>- Late and delinquent payments by off-duty employers</li> <li>- Officer satisfaction</li> <li>- Off-duty employer(vendor) satisfaction</li> <li>- Off-duty opportunity growth</li> <li>- Officer safety</li> <li>- Risk Assessment</li> <li>- Liability Claims</li> <li>- App Reviews</li> <li>- Off-duty vendor feedback</li> </ul>
60	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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.)	<p>When selected, Off Duty Management (ODM) will provide: Sourcwell an administrative fee to facilitate and manage this contract at a rate of \$.10/per officer hour worked with no cap or maximum and be for the life of the original contract with each governmental entity utilizing this Sourcwell cooperative agreement.</p> <p>The administrative fee will be paid quarterly to Sourcwell for any municipality or governmental agency leveraging this cooperative agreement that utilizes Off Duty Management's comprehensive administrative services and cloud-based software solution.</p> <p>Sourcwell Administrative Fee Example: City of St. Paul Police Department (MPD) utilizes Sourcwell contract for off-duty management administrative services, fee management system and online invoicing and payment portal. Sourcwell example administrative fee payment from ODM would be as follows:</p> <p>Annual SPPD off-duty hours: 250,000* ODM</p> <p>Sourcwell Admin Fee: \$.10/hr.</p> <p>Total annual Administrative Fee to Sourcwell: \$25,000 per year for life of actual contract 4 years** for a total of \$100,000</p> <p>* Estimated hours based on SPPD information. These are not specific hours off-duty hours worked.</p> <p>** Determined by the length of contract the municipality or agency is willing to commit to.</p> <ul style="list-style-type: none"> <li>• 10 agencies of this size in a year will yield more than \$1,000,000 in Sourcwell administrative fees collected on a 4-year contract.</li> <li>• 10 agencies of this size each year will compound the total annualized Sourcwell administrative fee payment to be well in excess of:             <ul style="list-style-type: none"> <li>o \$3 million and realistically well above \$4 million. *This assumption is based on 10 agencies of St Paul PD's size. The total admin fee to Sourcwell could be much higher based on the high growth projections and low total market penetration.</li> </ul> </li> </ul> <p>Business Projections:</p> <ul style="list-style-type: none"> <li>• ODM conservatively expects to partner with 50-80 additional agencies/municipalities per year, with varying levels of annual off-duty hours worked, for the foreseeable future. Our above examples only reference 10 agencies utilizing this Sourcwell cooperative agreement which is roughly 20% of our expected annual growth. We know that governmental agencies have a strong desire to utilize a Sourcwell Cooperative agreement and believe this will elevate the potential to 30-40+% of our annual agency growth that would utilize this cooperative agreement.</li> <li>• St. Paul PD annual off-duty hours are in the mid-range for large municipalities. There are number of agencies in excess of 300,000-400,000 off- duty hours annually.</li> <li>• There are over 18,000 law enforcement agencies in the US with less than 1% total market share realized.</li> </ul> <p>Potential influences on administration fee growth:</p> <p>Every active ODM agency has seen an increase in annual off-duty hours requested and worked. There are quarterly fluctuations as off-duty jobs vary seasonally and regionally. Gilbert AZ PD reported 8/31/20 that they have 45% increase in hours in 2020 even with COVID restrictions.</p> <p>This is a new and well respected, high growth governmental agency service with under 1% of total market share realized. There are over 18,000 Law Enforcement. Agencies in the country with less than 1% having a comprehensive solution in place.</p> <p>Actual off-duty hours worked and paid for by off-duty employers do not have any cap on growth and are expected to rise dramatically with the current police reform efforts underway. Vendors need off-duty officers not security guards as off-duty officers carry color of law or policing powers with them in most states and jurisdictions. Hours should rise year over</p>

		<p>year and the Sourcwell total admin fee received will fluctuate and mirror this accordingly while being paid based on the total actual quarterly hours worked for the specific agency utilizing this cooperative agreement.</p> <p>Given the above facts, data, and assumptions the 4-year value of this cooperative contract has the potential to be well in excess of \$4 million dollars. This is a conservative estimate that is not considering the industry growth projections. We expect significant acceleration in agency adoption rates as ODM's services are now becoming mainstream, needed, and required services verses leading edge service and technology solutions. 2020 has put a burden on agencies to save budget dollars, increase transparency, and minimize law enforcement risk and liability. Growth rates for agency utilization of these comprehensive off-duty administrative services, software and insurance protections will be well in excess of 100% for the foreseeable future.</p> <p>Please see attached:  A4 - ODM Sourcwell Admin Fee Infographic  A5 - ODM Sourcwell Admin Fee</p>
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**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
61	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>ODM's provides a comprehensive product that covers the full breadth of services specific to the agency-side, off-duty job process; from the customer service teams used to receive jobs, to scheduling technology for assigning jobs, to insurance policies for protecting officers on the job, to payroll services when a job is completed, and everything in between. What we have learned from a lifetime of experience in off-duty work, is that no two agencies are alike. That is why every service we provide has been engineered to be customizable and to support the full depth an agency's specific needs while remaining under a no cost structure.</p> <p>Off Duty Management offers comprehensive services for critical special event resource management, public/private off-duty assignments, and departmental overtime while providing highly efficient, transparent, and simplistic accessibility. ODM executes the administration of all an agencies policies and rules while protecting our partner agencies through secure data management. OfficerTRAK® was built to put all the tools needed for off-duty jobs in the palm of an officer's hand. It was designed to be simple, intuitive, and to eliminate the headaches and risks that accompany managing off-duty jobs, special events, and overtime.</p> <p>ODM provides a level of capacity, capability, and a broad range of functionality challenged by few other providers. Our solution is dynamic and customizable yet is also simple enough to act as a turn-key solution for agencies. Our application delivers consistent results for the vastly different rules, orders, statues and needs of our various agency partners. These will vary by type of agency (County, State, Local,) and even further by classification (police, fire, public works, etc.) Additionally, geography and even jurisdictions have impact on how we customize our solution. With the customization capabilities of OfficerTRAK® we can provide potentially thousands of technical programming variations while our partner agencies only need to provide us with their desired specification. Despite the variance between our partner agency's needs, we are able to deliver the same level of comprehensive services in similar time and with the same superior satisfaction levels.</p> <p>We also have the ability to accommodate individual product solutions as previously outlined.</p> <p>Service Customization Examples:  Full comprehensive no cost solution with direct pay to officer.</p> <p>--This solution is the most popular and provides agencies with our complete solution at no cost to them, their officers, or municipalities.</p> <p>Comprehensive no cost solution direct pay to the governmental agency to pay officers – No worker's comp.</p> <p>--This solution features all of our service offerings (job administration, payroll management, liability insurance, etc.) but excludes our no-cost workers compensation coverage. This solution is usually chosen by agency partners with existing worker's compensation coverage.</p> <p>Scheduling and invoicing only. Pay agency directly. – No insurance coverages.</p> <p>--This solution features all of our service officers (job administration, payroll management, worker's compensation coverage, etc.) but excludes our no-cost liability policy. This solution is usually chosen by agency partners with existing liability coverage linked to their municipality.</p> <p>Software only solution – agency purchases software and shoulders all internal costs to run and administer program.</p> <p>--This solution features the full functionality of our OfficerTRAK® software with no-cost application support and updates, but excludes our administrative, logistics, and payroll offerings. This solution is rare and is typically selected by agencies in transition, or in areas with unique municipal guidelines.</p> <p>Any service customization to include our no-cost payroll service comes with our guarantee that hours worked by an officer are compensated by ODM within the week (whether the end user has paid ODM or not.) Prompt and accurate payment to officers was a core value behind Off Duty Management's founding and we have never failed to deliver on this guarantee in our company's</p>

		<p>history.</p> <p>Our services give agencies the ability to customize the solution to fit their specific needs and keep full control over the program while utilizing our trained off-duty specialists as a 24/7/365 employees at no cost. Off Duty Management delivers a highly efficient and transparent centrally administered program which adheres to</p> <p>all agency regulations, procedures, and processes. Through a turnkey combination of dedicated operations and off-duty employer/vendor service managers, 24/7/365 live bilingual off-off-duty employer/vendor support team, our proprietary cloud/app-based software, and OfficerTRAK® our top-rated mobile app, ODM provides agencies with a complete solution not found anywhere else. Off Duty Management will handle all of an agency's off-duty requests, scheduling, payroll, invoicing, fee management, and collections for the agency's off-duty program and manage collection duties through our secure, online payment portal in OfficerTRAK®. Agencies and off-duty employers have secure access to their dedicated on-line portal and can track, manage, and monitor all their specific jobs both historically and in real-time. This creates a highly efficient and transparent process for all parties involved in off-duty work. OfficerTRAK® helps agencies keep job distribution fair by providing numerous options that can limit the number of officer hours worked and establish specific job selection protocols using our advanced job publishing engine. We make our partner agency's rules clear and transparent to all parties requesting officers and ensure the process is tracked to eliminate any question of how a job was distributed. Off Duty Management uses OfficerTRAK® to create an effective and efficient communication network for the agency through historical reporting and data mining. Another exclusive feature of the service that Off Duty Management offers to our government partners is our comprehensive insurance policy that protects the agency, officers, and off-duty employers. We offer full statutory workers' compensation and general liability coverage as well as aggregate insurance for bodily injury and property damage. There is no cost to municipalities, agencies, or officers for our comprehensive administrative support, management, and insurance coverage for agency off-duty programs, including off-duty employer's/ vendor's portal for scheduling, fee, and pricing proposals, tracking, reporting, invoicing, billing, and on-line payment portal. Our services will save agencies significant time, money, and resources, along with providing unparalleled protection and service.</p> <p>See Attached document: A1 - ODM and OfficerTRAK® Detailed Overview</p>
62	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<ul style="list-style-type: none"> <li>- Public Safety Software and comprehensive services</li> <li>- Governmental agency administrative scheduling software and services</li> <li>- Public sector software and administrative services</li> <li>- Law enforcement off-duty comprehensive administrative services and software</li> <li>- Public Sector administrative services, software, and insurance.</li> <li>- Public Sector scheduling, software, and administrative services,</li> <li>- Extra -duty administrative services and software</li> <li>- Law enforcement off-duty, scheduling software, invoicing services, and fee management</li> <li>- Law enforcement off-duty solutions for scheduling, billing, invoicing, tracking and online payment portal</li> <li>- Law enforcement off-duty administrative, technology and insurance services</li> <li>- Fire Department off-duty administrative services and software</li> <li>- Fire Department off-duty scheduling software</li> <li>- Public Works off-duty scheduling software</li> </ul>

**Table 14B: 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
63	Computer Aided Dispatch (CAD)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, ODM's OfficerTRAK® app and software provides varied solutions for scheduling off-duty jobs, special events, internal overtime. Additionally, small to mid-sized departments benefit from internal scheduling functionality powered by our software and secure cloud-based solution.
64	Records Management Software (RMS)	<input checked="" type="radio"/> Yes <input type="radio"/> No	OfficerTRAK® has robust records management capabilities in relationship to off-duty shifts worked. This functionality includes retention of hours worked, pictures, video, text, and exclusive Notify app communication record retention made available for review and analysis. Primary uses for off-duty jobs, special events and some agency overtime.
65	Learning Management Software (LMS)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No, ODM does not provide and LMS functionality in our solutions.
66	Situational awareness and information management systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	ODM was built on the mission of allowing governmental agencies to raise their situational awareness through our no cost information management system. Not only does our state-of-the art software allow for agencies to gain an unparalleled level of transparency and oversight, but our proprietary application is designed to provide law enforcement and other officials with every tool they would need to manage a job in the palm of their hand. This allows officers to increase their focus on the job at hand.  OfficerTRAK® has extensive data collection features from varied mediums including, video, pictures, text, voice and instantaneous Notify communication. This secure data collection allows for detailed and specific job information management. Additionally, agencies have access to robust reporting for situational evaluation and process improvement. For example, our app integrates with on-duty scheduling systems allowing for total hours worked to be tracked and controlled in order to protect the officer and agency from a situation in which too many hours are being worked between on and off-duty hours which could impact an officer over performance. This promotes both officer wellness and on-duty effectiveness.
67	Incident command, logging recorder, and evidence, ticketing, or citation management systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	ODM does not provide a solution to address these needs.
68	Scheduling workforce management, and billing systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	ODM provides broad and comprehensive scheduling, workforce management, and billing systems that are built on a secure cloud-based platform.
69	Application-based alerting or paging systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	OfficerTRAK® and our proprietary feature Notify (in-app alert and communication system) provide broad and efficient communication and alert systems to partner agencies for improved strategy execution and collaboration across varied job locations at any level of demand. Notify allows for specific immediate communication one-on-one, to a specific group of people, or to an entire agency.
70	Personnel, non-fleet asset, resource, and controlled substance tracking or location solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	ODM and our proprietary OfficerTRAK® app and software have broad functionality for officer location management and tracking. Location services allow agencies to capture and track actual GPS coordinates during clock-in or clock-out on a specific assignment. For more advanced tracking features, agencies can deploy Geo-Fence capabilities allowing them to monitor officer location at initial clock-in, randomly locate officer during shift, and again at clock-out. This feature is vital to certain agencies as it helps them ensure that officers remain within specified geo-fence parameters during all of these phases, or an alert notification will be sent.
71	Other public safety software solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	ODM provides a broad and comprehensive software solution for multiple public safety sectors including Fire Departments, Public works and other governmental departments needing to manage off-duty jobs, special events or overtime.
72	Related services - installation, training, maintenance, integration, support, data analytics, and customization	<input checked="" type="radio"/> Yes <input type="radio"/> No	ODM and OfficerTRAK® are 100% proprietary and all of our services (including installation, training, maintenance, integration, implementation, support, software upgrades, data reporting and customization.) All services are managed and performed by trained ODM staff at absolutely no cost to the governmental agency. These services and support come at 100% no cost to the agency, municipality, or officers as well, including no charge for any and all upgrades. Additionally, partner agencies receive free internal use to schedule governmental funded events, overtime, or grant programs after adopting our comprehensive administrative solution to manage their external off-duty jobs.

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
73	Describe your data privacy, integrity, and protection standards, and the adherence of your products and services to applicable cybersecurity or applicable industry standards.	ODM and OfficerTrak employ detailed comprehensive security protocols, data privacy controls, and the some of the highest protection and encryption standards in the industry. We retain only essential officer information on the OfficerTRAK® platform and have utilize an entirely different system (powered by NetSuite) for payment processing. These systems are guarded with both password protection and multi-layer encryption. We maintain specific cybersecurity protocols and offer cyber-security liability insurance to our partners at no cost. We understand the necessity of a system that is secure, protected, and reliable.  Please see the attached document below for specifics system and software protocols and processes with relation to our overall protections standards and data privacy.  See Attachments: O1 - OfficerTRAK® Structure O2 - OfficerTRAK® Service Agreements



74	Describe your data backup and recovery solutions.	OfficerTRAK® is housed on a Microsoft Azure PaaS platform and utilizes all the Microsoft data-security features available. The application does not store PCI data in the system. All webpages created for partners include SSL licenses, auto timeouts, data encryption and strong passwords requirements for all users. Our systems are monitored 24/7 through a managed care partnership and security/system patches are completed for all servers on a regular basis. OfficerTRAK® utilizes backup servers for data redundancy and load balancers to manage and distribute traffic. Servers are also scale-able to manage increased capacity. In addition to HA and redundant servers outlined in Question 73, OfficerTRAK® utilizes PowerBI reporting which captures, stores, and refreshes data on an hourly basis separate from the Microsoft Azure servers to provide a tertiary backup of data in the event of dual redundancy failure. OfficerTRAK® utilizes a managed services agreement with Infogain, providing 24/7 monitoring and immediate response to increased server loads, security threats, etc.	*
75	Identify the storage location for all data collected in the use of your equipment, products, or services. Describe applicable data security measures and identify any services performed outside the US or Canada, as applicable.	<p>All data storage is cloud-based and stored in the Microsoft Azure environment located in the Microsoft South-Central US Data Center. Microsoft Azure employs state-of-the-art security measures and our IT (Information Technology) partner, Infogain, provides 24/7 managed services of the system including both regular security and system patches, and security/performance monitoring.</p> <p>PARTNER INFORMATION</p> <p>PARTNER NAME: Infogain</p> <p>SERVICES: Infogain provides wide and expert services into Software Development, Azure SME, Azure Development, Azure Managed Infrastructure Ops, Azure DevOps, IoT Connected Platform, Business Intelligence, Information Security.</p> <p>CETIFICATIONS AND ACCREDITATIONS: Azure Expert MSP, CMMI DEV 5, CMMI SVC, PCI DSS, ISO/IEC 27001, ISO 9001, ISO 20000, ISO 22301</p> <p>STANDARDS:</p> <p>--Organization maintains a formal information security program that identifies management, operational, and technical controls to ensure the confidentiality, integrity, and availability of information systems and data and validates those controls.</p> <p>--Organization maintains an active vulnerability management program to protect systems from known vulnerabilities.</p> <p>--Organization compliant with legal restrictions on the use of copyright material, ensuring that only software developed by the organization, or licensed or provided by the developer to the organization, is used. All employees and sub-contractors successfully completed a background investigation upon hire.</p> <p>--Organization maintains formal electronic data destruction procedures in the event of customer termination of contract.</p> <p>--Organization provides 24/7 managed services support for OfficerTRAK® which includes:</p> <ul style="list-style-type: none"> <li>-24/7 system monitoring</li> <li>-Incident Escalation</li> <li>-System Patches and Security Updates</li> <li>-Data review and clean-up</li> <li>-Production Migration Management</li> </ul>	*
76	Describe connectivity, interoperability and integration capabilities between your offered solution(s) and other software systems.	OfficerTRAK® is capable of interfacing with other software technologies utilizing API (Application Programming Interface) connectivity including payroll, scheduling, dispatch, and analytics software. The application currently integrates with Telestaff and NetSuite solutions and can integrate with most other software systems that provide an API connection. OfficerTRAK® is developing an API SDK to provide other software solutions ease of use integration. OfficerTRAK® can work with REST and SOAP API's (depending on the system and data requirements.)	*
77	Explain your licensing process and the service agreements required of end users.	<p>ODM's comprehensive administrative services and software do not require specific licensing or service agreements. All support, software, and application use are included at no cost. Our master service agreement is brief but protects all proprietary information. Should an agency choose to utilize OfficerTRAK® as a stand-alone product then a specific alternative detailed licensing process and service agreement is utilized.</p> <p>Please see Attachment: Q2 - OfficerTRAK® Service Agreements</p>	*
78	Describe your product implementation strategy and any use of installation partners.	<p>Off Duty Management works with the customer to develop a project plan which includes technology deliverables. Off Duty Management coordinates with OfficerTRAK® teams in the configuration of the system and collection and input of users into the OfficerTRAK® system. In addition to software implementation, end user training is defined and included in the implementation plan to ensure smooth go-live of the program.</p> <p>OfficerTRAK® requires minimal effort to implement with a new customer. Off Duty Management works directly with customers to develop a project plan which includes all technology deliverables. We then coordinate with OfficerTRAK® support teams to configure the system based on the specific input of users. In addition to software implementation, end user training is defined and included in the implementation plan to ensure smooth go-live of the program.</p>	*



**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 79. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

**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."

- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Wednesday May 12, 2021 15:47:59
- [Marketing Plan/Samples](#) - Marketing Plan - Samples.zip - Wednesday May 12, 2021 15:48:28
- [WMBE/MBE/SBE or Related Certificates](#) - WMBE.zip - Wednesday May 12, 2021 15:48:39
- [Warranty Information](#) - A4 - ODM Service Guarantee.pdf - Wednesday May 12, 2021 15:50:01
- [Pricing](#) - Pricing.zip - Wednesday May 12, 2021 15:49:10
- [Upload Additional Document](#) - Additional Documents.zip - Wednesday May 12, 2021 15:49:23

## Proposer's Affidavit

### 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. - Sherry Rowley, President, Off Duty Management, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the 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
<b>Addendum_11_Public_Safety_Software_RFP_051321</b> Thu May 6 2021 06:02 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_10_Public_Safety_Software_RFP_051321</b> Wed May 5 2021 05:51 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_9_Public_Safety_Software_RFP_051321</b> Mon May 3 2021 10:34 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_8_Public_Safety_Software_RFP_051321</b> Wed April 28 2021 05:52 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_7_Public_Safety_Software_RFP_051321</b> Mon April 26 2021 05:27 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_6_Public_Safety_Software_RFP_051321</b> Tue April 20 2021 05:56 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_5_Public_Safety_Software_RFP_051321</b> Fri April 16 2021 03:52 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Public_Safety_Software_RFP_051321</b> Thu April 15 2021 12:58 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_3_Public_Safety_Software_RFP_051321</b> Fri April 9 2021 05:05 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Public_Safety_Software_RFP_051321</b> Thu April 8 2021 05:28 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Public_Safety_Software_RFP_051321</b> Wed April 7 2021 06:15 PM	<input checked="" type="checkbox"/>	2