



MASTER AGREEMENT #030425
CATEGORY: Public Safety Software
SUPPLIER: 365Labs, LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 365Labs, LLC, 1 Smart Way, Suite 200, Baton Rouge, LA 70810 (Supplier).

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

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

Article 1:
General Terms

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

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

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

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

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

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

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

13) Supplier Representations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
- Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;

- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

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

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

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay a two percent (2%) Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or

portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by material defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
 - a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in

advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

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

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

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

- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury

- \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Either party will have the right to terminate this Agreement for cause at any time, upon written notice, in the event of (i) any material breach of this Agreement by the other party, subject to thirty (30) days prior written notice and opportunity to cure such breach; or (ii) the other party's dissolution, distribution of a substantial portion of its assets, or cessation of all or substantially all of its normal business affairs. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered into with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

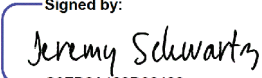
Article 3: Supplier Obligations to Participating Entities

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

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

- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Signed by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 9/26/2025 | 8:40 AM CDT

365Labs, LLC

Signed by:

BC74A2D8FDD64A6...

By: _____
Mohit 'Mo' Vij
Title: President & CEO

Date: 8/14/2025 | 11:01 AM CDT

RFP 030425 - Public Safety Software

Vendor Details

Company Name: 365Labs, LLC

Does your company conduct business under any other name? If yes, please state: Utah

Address: 1 Smart Way, Ste. 200
Baton Rouge, Louisiana 70810

Contact: Michael George

Email: michael.george@365labs.com

Phone: 801-860-1965

Fax: 801-860-1965

HST#: 37-1835915

Submission Details

Created On: Thursday January 16, 2025 10:44:18

Submitted On: Tuesday March 04, 2025 16:21:01

Submitted By: Michael George

Email: michael.george@365labs.com

Transaction #: 30ab0c9f-0a72-453c-94a7-cfd7fff4189e

Submitter's IP Address: 147.243.203.246

Specifications

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

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	365 Labs, LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Not applicable. 365Labs will be the sole provider of the products and services for this project; no subcontractors will be utilized.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	WCMDG5Q1EM66	*
5	Provide your NAICS code applicable to Solutions proposed.	511210	
6	Proposer Physical Address:	1 Smart Way, Ste. 200 Baton Rouge, LA 70810	*
7	Proposer website address (or addresses):	https://365labs.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Mohit 'Mo' Vij President & CEO 1 Smart Way, Ste. 200 Baton Rouge, LA 70810 E: mo@365labs.com P: (225) 800-7777	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Joe Lunt EVP/CRO 1 Smart Way, Ste. 200 Baton Rouge, LA 70810 E: joe.lunt@365labs.com P: (801) 599-1573	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Allison Miller Marketing Director 1 Smart Way, Ste. 200 Baton Rouge, LA 70810 E: Allison.miller@365labs.com P: (225) 800-7777 Michael George Sr. Technical Writer 1 Smart Way, Ste. 200 Baton Rouge, LA 70810 E: michael.george@365labs.com P: (225) 800-7777	*

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	COMPANY HISTORY, INDUSTRY LONGEVITY Since 2001, the 365Labs team has committed to creating innovative solutions and software that help public safety partners drive efficiency, improve officer safety, and build safer communities. Our company builds software and technology solutions exclusively for Public Safety, Criminal Justice, Wildlife Enforcement agencies, and First Responders. We have been in operation for 22 years, and our mission is to help transform agencies to tackle the challenges of the next 20 years. General Informatics: DBA March 12, 2001 365Labs: DBA Sept. 23, 2016 365Labs exists to serve those who serve. We are a team of public safety and technology veterans focused on developing true client partnerships. Based on our decades in this industry, we recognize that a real solution must provide not only cutting-edge technology, but also exceptional client service – and we are experts in delivering both. Our company began as the public safety focused software division of General Informatics, one of the most successful technology companies in the Southeast with a 20-year track record and 800+ clients. The team has won Best in Country awards from Microsoft and has been featured seven times on INC Magazine's fastest growing companies in America. The 365Labs team engineered and built the first PetaByte scale private cloud in the region, brought together a high performing executive team through three successful acquisitions, and in 2020 successfully partnered with Rosewood Capital to recapitalize to start regional expansion. 365Labs is a Microsoft CLOUD Solutions partner with over 22 years of experience working with Criminal Justice and Public Safety Organizations. Over 120,000 interactions and careful study of law enforcement processes led to development of the end-to-end 365™ Law Enforcement and Criminal Justice platform. Headquartered in Baton Rouge, Louisiana, 365Labs has successfully implemented software systems for agencies ranging in size from 50 to 3,000+ users. These implementations include public safety systems for single and multi- jurisdiction agencies including State Police, Sheriff's Offices, and municipal Police departments. CORE VALUES, BUSINESS PHILOSOPHY Modern agencies require innovative, flexible, and sustainable solutions that support the critical needs of a 21st-century operations to deliver superior service for the community they serve. To that end, the 365™ platform is a state-of-the art, fully integrated solution that will aid agency personnel in optimizing their day-to-day performance. We understand that, in addition to reducing crime and responding to those served, public safety agencies are committed to providing excellent service, employing the latest technologies, and strengthening community relationships to improve quality of life for all. The following list summarizes our company values designed to directly support these objectives: 1. Love what you do, bring people joy through your actions and creativity. 2. Remember: Difficult takes two days and impossible takes a week. 3. Collaborate, plan, build, record and deliver the Gold Standard the first time. 4. Enrich yourself with knowledge, friends, and achievements. 5. Share and celebrate the success. 6. Make a difference; leave it better than how you found it.
12	What are your company's expectations in the event of an award?	365Labs plans to implement a sales and marketing strategy that actively promotes this contract opportunity within the law enforcement and public safety sector. For additional details, please see our response to Table 4, Line Item 38.
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	As a privately held company, 365Labs manages its financial affairs in a very conservative manner. The company has no long-term debt, and we have adequate capital to meet all our financial obligations and business commitments. If 365Labs is shortlisted, we will gladly provide financial documentation. Audited financial statements compiled by independent auditor will be provided if 365Labs is selected. 365Labs' Dun and Bradstreet number is 11-758-7023. Although a report has not been generated to date, we can provide a current and updated report as needed. See Exhibit 1 for a summary of 365Labs' Dun and Bradstreet information.

14	What is your US market share for the Solutions that you are proposing?	We are a relatively new vendor, entering the U.S. market in June of 2021. We now serve 81 clients in 18 states including: AZ, CA, FL, GA, IN, LA, NE, NV, ND, MN, MS, NY, OH, OK, TN, TX, VA, WA	*
15	What is your Canadian market share for the Solutions that you are proposing?	Although we do not currently serve clients in Canada (as of March 2025), 365Labs has received unsolicited interest from Canadian agencies and we are very interested in meeting the needs of this market.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Not applicable. 365Labs has not been involved in any bankruptcies, pending litigation, contract defaults, planned office closures, impending mergers or other conditions related to the financial health of the company.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	365Labs is a service provider. We develop, implement, and support the products and services offered, including full turn-key implementations with project management, data migration, software & interface configuration, installation, training, and ongoing support. Our sales and service force are employees of 365Labs to ensure a coordinated and consistent client experience. We are a team of public safety and technology veterans focused on developing true client partnerships. Based on our decades in this industry, we recognize that a real solution must provide not only cutting-edge technology, but also exceptional client service – and we are experts in delivering both.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	365Labs uses Microsoft GovCloud datacenters that are FedRAMP certified, and adheres to security controls for ISO 27001, ISO 27018, SOC 1, SOC 2, SOC3, FedRAMP, HITRUST, MTCS, IRAP, and ENS.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None; not applicable. With 24 years of success serving public safety clients, 365Labs maintains a strong reputation for integrity, stability, and reliability.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	- The team has won Best in Country awards from Microsoft 365Labs has been featured five times on INC Magazine's list of fastest growing companies in America - Best place to work in Baton Rouge multiple times	*
21	What percentage of your sales are to the governmental sector in the past three years?	95%	*
22	What percentage of your sales are to the education sector in the past three years?	5%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Not applicable.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Not applicable.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
East Baton Rouge Parish Sheriff's Office, LA (multi-jurisdictional project with 8 participating agencies)	Denise Boudreaux, Criminal / Traffic Records Commander	(225) 389-4829	*
Lafayette Parish Sheriff's Office, LA	Blaize D. Broussard, IT Manager	(337) 236-5687	*
San Bernardino County Sheriff's Office, CA	Andy Lerma, IT Administrator	(909) 387-3743	*

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

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

Line Item	Question	Response *	
26	Sales force.	Locations of sales providers: U.S. Number of workers (full-time equivalents) involved in each sector: 6 Employment status: Full-time. 365Labs employs a team of industry veterans who are experts in aligning client needs with the solutions offered to optimize long-term value and satisfaction.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Our explosive growth over the last three years is a testament to our exceptional products and services. In this time, our client base has grown by more than 2,200% as we have also expanded geographically from 1 to 18 states. Over the next three years, this trajectory is projected to continue with further expansion into an additional 15 states. To further accelerate this expansion, we are exploring partnerships with major Communication Service Providers (CSPs) and Network Operators. Additionally, our mission-critical devices are industry-certified to ensure optimal performance: • 365™ Body-Worn Cameras (BWCs) are FirstNet certified • 365™ GISMO handhelds are AT&T FirstNet certified	*

28	Service force.	Locations of service providers: U.S. Number of workers (full-time equivalents) involved in each sector: 23 Employment status: Full-time. 365Labs employs a team of industry veterans who are experts in aligning client needs with the solutions offered to optimize long-term value and satisfaction. Exceptional client support is integral to 365Labs. We have provided these systems for agencies ranging in size from 50 to 3,000+ users – along with full, turn-key implementations that include project management, data migration, software and interface configuration, installation, training, and ongoing support services. Our team has implemented systems for single and multi-jurisdiction agencies including State Police, Sheriff's Offices, and municipal Police Departments. Post go-live, 365Labs provides software updates, ongoing technical support and maintenance, helpdesk for support of the software, and an online knowledge portal. 365Labs support engineers have over 200 years of combined experience managing public safety software contracts across hundreds of agencies. With 20 years of 98% 'Very Satisfied' client surveys, the 365Labs support team is 100% based in the US and available 24/7/365 for clients. Clients can easily reach their dedicated support team via phone, email or through the online client portal. We offer two standard options for helpdesk support: 8x5 Helpdesk Support - Standard Business Day Hours: 8:00 a.m. to 5:00 p.m. M-F (Central) 24/7 Helpdesk Support - Standard Business Day Hours: 8:00 a.m. to 5:00 p.m. M-F (Central) + After Hours Support: 5:00 p.m. to 8:00 a.m. M-F (Central), Saturdays, Sundays, and State Holidays The Helpdesk provides telephone and/or email based technical support, troubleshooting, error identification, isolation and remediation, and other assistance directly to Authorized Users to support the use, deployment, and validation of 365Labs software.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Direct sales by 365Labs.	*
30	Describe your product implementation strategy. If utilizing installation partners, describe and define their role in the strategy.	The 365Labs team directly manages the implementation process to ensure the project adheres to best practices. See Exhibit 11 for additional information.	*

31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Support Overview Exceptional client support is integral to 365Labs. We have provided these systems for agencies ranging in size from 50 to 3,000+ users – along with full, turn-key implementations that include project management, data migration, software and interface configuration, installation, training, and ongoing support services. Our team has implemented systems for single and multi-jurisdiction agencies including State Police, Sheriff's Offices, and municipal Police Departments. Post go-live, 365Labs provides software updates, ongoing technical support and maintenance, helpdesk for support of the software, and an online knowledge portal. 365Labs support engineers have over 200 years of combined experience managing public safety software contracts across hundreds of agencies. With 20 years of 98% 'Very Satisfied' client surveys, the 365Labs support team is 100% based in the US and available 24/7/365 for clients. Clients can easily reach their dedicated support team via phone, email or through the online client portal. We offer two standard options for helpdesk support: 8x5 Helpdesk Support Standard Business Day Hours: 8:00 a.m. to 5:00 p.m. M-F (Central) 24/7 Helpdesk Support Standard Business Day Hours: 8:00 a.m. to 5:00 p.m. M-F (Central) + After Hours Support: 5:00 p.m. to 8:00 a.m. M-F (Central), Saturdays, Sundays, and State Holidays The Helpdesk provides telephone and/or email based technical support, troubleshooting, error identification, isolation and remediation, and other assistance directly to Authorized Users to support the use, deployment, and validation of 365Labs software. Response Time Our response time is immediate. Clients can call or email at any time, and 365Labs personnel are there to assist. See Exhibit 2 for details, as well as Exhibit 3.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We understand the mission-critical nature of each Participating Entity's operations and are excited by the prospect of developing long-term partnerships that enhance the community safety across the United States. 365Labs successfully serves numerous clients, and we welcome the opportunity to apply our expertise in delivery products and services that support this initiative.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Although we do not currently serve clients in Canada (as of March 2025), 365Labs has received unsolicited interest from Canadian agencies and we are very interested in meeting the needs of this market.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Not applicable. 365Labs is willing to offer our products and services anywhere within the U.S. and Canada.	*
35	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Not applicable. Our company is happy to work with anyone who finds value in our products and services, and we are not limited by any other contracts.	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None.	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
38	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	365Labs' marketing strategy for promoting this contract opportunity within the law enforcement and public safety sector is designed to be comprehensive, targeted, and highly effective. Key elements of our strategy include: Email Marketing: 365Labs' maintains a segmented email list of over 60,000 active subscribers who are decision-makers within law enforcement and public safety agencies. We plan to feature the Sourcwell contract in our email campaigns to further increase qualified leads and opportunities and upsell to existing clients. Targeted Digital Advertising: 365Labs would implement targeted campaigns on platforms frequented by our audience, such as Facebook & Google, featuring our solutions and the Sourcwell contract opportunity. Industry Events: 365Labs actively participates in industry conferences, expos, and trade shows. These events provide opportunities to demonstrate our solutions, build relationships with potential clients and promote the Sourcwell contract opportunity. Industry Expertise and Thought Leadership: We leverage our 24+ years of experience with public safety agencies to develop and share relevant content such as whitepapers, blogs, and newsletters that address industry challenges and offer insights into best practices. 365Labs would incorporate the Sourcwell contract opportunity into this content to increase inbound leads. Example marketing collateral for 365Labs Public Safety solutions (Exhibit 4: Marketing_ExampleCollateral_PublicSafetySolutions.pdf) has been provided via the document upload section.	*
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	365Labs' approach to marketing is deeply rooted in leveraging the power of digital tools and data-driven insights to connect with our target audience more effectively. Below are examples of how we currently use technology to achieve our marketing goals: Email Marketing Automation: We utilize marketing automation platforms to deliver targeted messages at the right time and effectively route inbound leads for timely follow up. Content Personalization: Using data-driven insights, we create tailored content for different segments of our audience for improved conversion rates. Social Media Engagement: 365Labs maintains an active presence on major platforms, such as Facebook, Twitter, and LinkedIn. These channels enable us to engage with our audience, respond to inquiries, and build a community around our brand. SEO & SEM: We invest in SEO strategies as well as Digital Advertising (SEM) to improve our online visibility and ensure our brand appears prominently in search engine results.	*
40	In your view, what is Sourcwell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcwell-awarded agreement into your sales process?	We see Sourcwell's role as a partner in ensuring eligible agencies are well-informed on available contracts, the benefits of utilizing a Sourcwell contract, and guidance on how agencies can participate. If awarded, the Sourcwell contract would be 365Labs' primary purchasing contract recommendation for eligible agencies.	*
41	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The proposed products/services are not currently available via e-procurement; we are open to implementing an e-procurement process for interested agencies.	*

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

Line Item	Question	Response *	
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42	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We understand that exceptional support and training is essential for public safety operations. This mission-critical software must be functioning and accessible to users who are proficient and confident in their use of the system. To that end, 365Labs has developed comprehensive services to ensure our clients are able to optimize their day-to-day work. For an overview of training services, see Exhibit 5. 365Labs provides the training as either end-user or train-the-trainer sessions depending on agency preference. For all client implementations, the recommended number of training days is included in the proposed client solution. Training rates are included in the provided price list.	*
43	Describe any technological advances that your proposed solutions offer.	See Exhibit 10 for a summary of unique advantages offered by the 365™ solution.	*
44	Demonstrate your solution's capabilities in data privacy, integrity, storage and protection standards, and the adherence of your products and services to applicable cybersecurity and industry standards, such as but not limited to the requirements of the Criminal Justice Information Services (CJIS), the Health Insurance Portability and Accountability Act (HIPAA), etc.	FedRAMP, CJIS and DOD-compliant Azure GovCloud with 365Labs software provide enhanced security and compliance features and support, which can help agencies avoid the costs associated with security breaches and compliance violations. See Exhibit 6 for additional information.	*
45	Describe your data backup and recovery solutions.	System backups are included as part of the Cloud-based SaaS solution proposed. Backup occurs in the background on an hourly basis and does not affect the live operation of the system; full, automatic backups are scheduled daily. The infrastructure that runs the 365Labs platform is Microsoft GovCloud, with datacenters (Virginia and Arizona) that are in NIST, ISO 270000, and FedRAMP compliance. If deployment is online or for on-demand archiving, the system will follow a GFS (Grandfather, Father, Son) backup scheme. Transaction backups will be performed every hour. System backups will be performed once daily for up to 7 days. Weekly backups will be kept for 1 month. Monthly backups will be kept for one (1) year. Annual backups can be archived in the Cloud.	

46	Demonstrate your connectivity, interoperability and integration capabilities between your offered solution(s) and other software systems.	Connectivity The proposed solution is hosted on Microsoft Azure GovCloud, which provides system availability of 99.99%. Azure GovCloud provides best-in-class uptime through High-availability architecture, geographically distributed data centers, continuous monitoring & management, data backup & replication, and failover procedures. For every aspect of the infrastructure, from application servers to cloud connectivity, redundant systems are provided with live active-active replication. Additionally, 365™ can operate in an offline condition. The user experience is mostly maintained like the Microsoft Outlook app. Once the system is back up, it can synchronize with the server. Almost every app stays on when connectivity is lost and many reports can still be edited and saved offline as a local flat file, which automatically syncs once connectivity returned. Interoperability The 365™ platform is based on the simple principle that data entered once should never have to be re-entered. System modules are integrated in real-time – from CAD through JMS and DA/Court interfacing. This end-to-end integration improves data efficiency and enhances the reliability, accuracy, and quality of data to truly optimize productivity. Additionally, all 365™ applications can stand alone – for example, CAD only or CAD + eCitations without RMS, etc.). This ala-carte structure allows for true customization, so Agencies can selectively assemble features that may traditionally be considered “RMS” without the need to purchase an entire Records Management system. With 365Labs, Agencies have the flexibility to select the optimal solution for your specific needs and budget. Integration The 365™ platform is natively connected to the iBridge framework (optional add-on) based on a series of APIs (application programming interfaces) and exchange data based on guidelines incorporated in the NIEM standards. The APIs are accessible directly as restful APIs and are also accessible through Azure Service Bus that can be subscribed by various applications that require notifications for specific events. 365™ APIs (Application Programming Interfaces) power the platform for secure communication with other software programs. Our approach is to create distributed systems such that the owner of data retains the information while selectively sharing information with other agencies using open protocols. 365Labs follows NIEM-compliant data structures and we have extensively built our own APIs using FBI guidelines and recent industry standards that are based on JSON restful APIs. The 365™ team has built many successful integrations in the past and today the platform integrates seamlessly with other platforms for public safety, including ShotSpotter, DJI Drone, Milestone Video, Evidence.com, Karpel, ESRI/ArcGIS, RapidSOS, VeriPic, FileOnQ, FlowBird, ESO, NetMotion, EasyStreetDraw, AFIS/LiveScan, Higher Ground, Cradlepoint, Motorola Radio, and Custom Integrations. 365Labs software also integrates with the Microsoft 365 platform including Teams, To-Do, Outlook, Power BI, Sharepoint, Word, and Excel.
47	Describe any “green” initiatives that relate to your company or to your solutions, and include a list of the certifying agency for each.	• 365Labs applications are designed using best practices to minimize energy consumption • 365Labs' headquarters is Energy Star® Certified. • Our heating system has modern, high-efficiency units for reduced emissions of particulate matter and other air pollutants. • Our company tracks its energy consumption and harmful greenhouse gas emissions using Quantum View by Lutron. • 365Labs also recycles shipping supplies to promote clean energy practices.
48	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Products are Energy Star® certified.

49	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	365Labs introduces a needed disruption to traditional legacy CAD/RMS/Mobile/JMS software. Our intent is to go beyond merely automating tasks and instead thoughtfully obliterate unnecessary steps through smart technology. Developing on the latest .Net architecture and Win UI platform, 365Labs creates robust, intuitive, purpose-built apps in a native cloud environment. Our tools function across Windows, iOS, and Android operating systems – giving agencies true flexibility, mobility, and interoperability on a modern, easy-to-use solution that operates within a familiar environment. Our development pillars focus on the following principles: 1. Cloud Native & Intuitive 2. Interoperability 3. Mobility 4. Rapidly Deployable See Exhibit 10 for a summary of unique advantages offered by the 365™ solution.	*
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☐ Yes ☒ No	Due to the mission critical nature of the proposed solution, 365Labs will be the sole provider of the products and services for this project; no subcontractors will be utilized.	*
51		Minority Business Enterprise (MBE)	☐ Yes ☒ No	Not applicable. Please see response to Item 50 above.	*
52		Women Business Enterprise (WBE)	☐ Yes ☒ No	Not applicable. Please see response to Item 50 above.	*
53		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	Not applicable. Please see response to Item 50 above.	*
54		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	Not applicable. Please see response to Item 50 above.	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	Not applicable. Please see response to Item 50 above.	*
56		Small Business Enterprise (SBE)	☐ Yes ☒ No	Not applicable. Please see response to Item 50 above.	*
57		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	Not applicable. Please see response to Item 50 above.	*
58		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	Not applicable. Please see response to Item 50 above.	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
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59	Describe your payment terms and accepted payment methods.	365Labs invoices upon contract execution, or on the date specified within the invoicing plan in the Quote. Payment is due upon receipt of the invoice, or as agreed upon within the invoicing plan in the quote. Accepted payment methods include check, ACH, or credit card (a nominal processing fee may apply for credit card payments).	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	Not applicable.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Standard transaction documents include order forms and Software License & Services Agreement. An example of each document has been provided in the uploaded documents section: -- Exhibit 9 – SampleOrderForm_LABQ22250.pdf -- Exhibit 3 – Software License and Services Agreement (SLSA).pdf	*
62	Explain your licensing process and the service agreements required of end users.	365Labs offers a straightforward and flexible licensing process designed to meet the diverse needs of public safety agencies while ensuring seamless access to our software. Our team works closely with each agency to provide a solution that aligns with their operational goals, ensuring long-term success. -- Subscription based licensing: 365Labs software is licensed according to a SaaS (Software-as-a-Service) subscription model, allowing agencies to access the latest updates, features, and support with predictable annual or multi-year costs. Some modules, such as CAD Mobile and Field Reporting, are licensed per named user (i.e., a named user with individual email address in system). Other modules are licensed per agency or facility. There are no limitations to the license, provided the subscription is kept current. -- Licensing Activation & Deployment: 365Labs software is deployed using Microsoft enterprise Application Store that is built to manage licenses for enterprises for thousands of users. Upon agreement execution, licenses are provisioned and activated. The license tracking is automatic using the same mechanism as used by Microsoft to manage licenses for large scale deployments of Office 365 and Microsoft's own cloud-based products. -- Service Agreements: 365Labs Software License & Services Agreement outlines mutual responsibilities, ensuring agencies have a clear understanding of the services provided. Key elements of the SLSA include terms of the software usage and service performance metrics, such as system uptime, response times for technical support, and issue resolution timeframes. Our licensing and service agreements can be tailored to reflect specific needs, including integration with existing systems, custom feature development and multi-agency models.	*
63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. P-card payments are accepted; a 3% processing fee for P-card payments may apply.	*
64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The proposed pricing model includes a minimum 25% line-item discount off the list price for all SaaS subscription pricing and associated hardware accessories. Some SaaS modules, such as CAD Mobile and Field Reporting, are licensed per named user (i.e., a named user with individual email address in system). Other modules are licensed per seat (Dispatch), bed (Jail Management), agency, or facility. Additional volume discounts will be applied to bed, seat, and user-based licensing and hardware based on the final quantity purchased. Detailed pricing including the SKU, category, list price and discounted Contract price have been submitted in the document upload section as excel file Exhibit 8 - 365Labs_ProductCatalog_Q12025_SourcewellDiscount.xlsx	*
65	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Minimum 25% discount for all SaaS subscription pricing and associated hardware accessories.	*

66	Describe any quantity or volume discounts or rebate programs that you offer.	Additional quantity discounts for will be applied based on the following matrix: 10 to 49 : 2% 50 to 99 : 3% 100 to 249 : 4% 250 to 499 : 5% 500 to 999 : 7% 1000+ : 10%	*
67	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	A quote may be provided for each such request.	*
68	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Shipping rates are included in the pricing submitted.	*
69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	To ensure transparency and provide a comprehensive solution for our clients, we have developed a freight, shipping, and delivery program that simplifies the logistics process while managing costs effectively: 1. Carrier Selection: 365Labs maintains partnerships with a network of reputable carriers to provide the most cost-effective and efficient shipping solution. 2. Shipping Cost Transparency: We provide transparent pricing that details shipping costs based on factors like package weight, dimensions, destination, and shipping method. 3. Bulk Shipping Discounts: For large orders, we negotiate bulk shipping discounts with carriers, passing the cost savings on to our clients. 4. Delivery Estimates: Estimated delivery times are provided for each shipping method, allowing clients to plan accordingly and meet project deadlines. 5. Insurance Coverage: All shipments are automatically insured to cover loss or damage during transit. 6. Sustainability Initiatives: We are committed to sustainability and offer eco-friendly packaging options and consolidated shipping when possible.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	1. Alaska and Hawaii: For shipments to Alaska and Hawaii, we offer both standard and expedited shipping options. Shipping costs are determined based on factors like distance, package size, and shipping method, with an emphasis on cost-effectiveness. Standard shipping may involve longer transit times due to the geographic distance. 2. Canada: Clients in Canada may choose between standard international shipping and expedited options like express or courier services. Shipping costs are determined based on factors like distance, package size, and shipping method, with an emphasis on cost-effectiveness. • Shipping to Canada may incur duties and taxes based on the value and type of products being shipped; clients are responsible for these charges. • We provide guidance on customs documentation and assist clients in accurately completing any required customs forms. 3. Offshore Delivery (e.g., Caribbean Islands): Clients may choose between standard international shipping and expedited options. Shipping costs are determined based on factors like distance, package size, and shipping method, with an emphasis on cost-effectiveness. • Offshore Shipping may incur duties and taxes; clients are responsible for these charges. • We provide guidance on customs documentation and assist clients in accurately completing any required customs forms.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not applicable.	*

72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	To verify compliance and facilitate the accurate reporting of sales and administrative fees, 365Labs will employ a comprehensive self-audit process: Sales Tracking: 365Labs maintains a robust internal sales quoting & tracking system that will capture all transactions related to the Sourcewell contract. This system maintains detailed records of each transaction, including customer information, product details, quantities, and prices. Pricing Validation: We maintain an up-to-date price list that reflects the contractually agreed-upon prices for all eligible products and services. This price list is readily accessible to our sales and billing teams. Quarterly Audits: Audits will be conducted on a quarterly basis to verify that all sales made under the Sourcewell contract are accurately recorded and reported. These audits will be performed by our dedicated compliance team. Reporting to Sourcewell: We will report quarterly sales to Sourcewell as specified in the contract template. Our self-audit program will ensure that the reported sales data aligns accurately with our internal records. Administrative Fee Calculation: We will calculate the administrative fees owed to Sourcewell based on the terms outlined in the contract. Our system will automatically generate reports and calculations to ensure accurate fee remittance. Documentation Retention: All relevant documentation, including invoices, sales records, and administrative fee calculations, will be retained in 365Labs internal records. This documentation will be readily accessible for reference and reporting. Compliance Training: Our sales and administrative staff will undergo comprehensive training to ensure a clear understanding of the Sourcewell contract terms and reporting requirements. Communication with Sourcewell: 365Labs will designate a dedicated point of contact for communications with Sourcewell to promptly address any questions related to compliance, reporting, or administrative fees.	*
73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	We track several metrics to evaluate the success of cooperative agreements including total contract value and annual recurring revenue generated by the agreement as well as ease of doing business.	*
74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	365Labs is not opposed to the administrative fees outlined in RFP Section III.B. We are open to negotiation based on opportunity size and complexity, opportunity source, purchase type (OpEx vs. SaaS), etc.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing is submitted in the document upload section as excel file Exhibit 8 - 365Labs_ProductCatalog_Q12025_SourcewellDiscount.xlsx	*

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

Line Item	Question	Response *	
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	See Exhibit 8 for details. For additional information and solution highlights, see Exhibit 4.	*
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The proposed product list of products and services offered includes the following Categories and subcategories: Public Safety Response – Agency Situational Awareness - o Incident Command & Management - o Asset Tracking & Location - o Community Notifications - o Analysis & Intelligence Public Safety Response – Agency Operations - o Operational Management (Scheduling, Training, etc) - o Incident Response & Computer Aided Dispatch - o Reporting & Records Management - o Evidence Management (Physical & Digital) - o eCitation - o Case Management - o Community Engagement - o Jail Management	*

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

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

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

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

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

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

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

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

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

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

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

Line Item	Category or Type	Subcategory	Offered *	Comments	
92	Category 1 - Public Safety Response Agency Situational Awareness		☒ Yes ☐ No	See Exhibit 8 for details. For additional information and solution highlights, see Exhibit 4.	*
93	Incident command and management	Incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.	☒ Yes ☐ No	Yes to all but Weather and Staffing at this time, which is planned for a future release.	*
94	Mapping	Vertical location, indoor, outdoor	☒ Yes ☐ No	Yes to all but Vertical location at this time, which is planned for a future release.	*
95	Asset tracking and location	Personnel, vehicles, controlled substances, equipment, etc.	☒ Yes ☐ No	See response to Item 92 above.	*
96	Community notifications	Evacuations, minor crime reporting, shelter in place, etc.	☒ Yes ☐ No	See response to Item 92 above.	*
97	One-to-one and one-to-many collaboration and coordination	SMS, push to talk, video, voice, etc.	☒ Yes ☐ No	See response to Item 92 above.	*
98	Public safety focused data and analysis applications	Video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration	☒ Yes ☐ No	See response to Item 92 above.	*
99	Category 2 - Public Safety Response Agency Operations		☒ Yes ☐ No	See response to Item 92 above.	*
100	Pre-incident planning software	Fire prevention related inspections and enforcement	☒ Yes ☐ No	See response to Item 92 above.	*
101		Operational management (scheduling, training, compliance, etc.)	☒ Yes ☐ No	See response to Item 92 above.	*
102		Data analytics to inform staffing, deployment, station location, budget, and other management decisions.	☒ Yes ☐ No	See response to Item 92 above.	*
103	Incident/post-incident software	CAD, RMS for law enforcement, fire, and EMS	☒ Yes ☐ No	See response to Item 92 above.	*
104		Electronic Patient Care Reporting (ePCR) and data transfer to hospitals	☐ Yes ☒ No	An interface required the desired hospital information.	*
105		Digital and physical evidence management	☒ Yes ☐ No	See response to Item 92 above.	*
106		E-citation systems	☒ Yes ☐ No	See response to Item 92 above.	*
107		Law enforcement case management	☒ Yes ☐ No	See response to Item 92 above.	*

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Exhibit 8 - 365Labs_ProductCatalog_Q12025_SourcewellDiscount.xlsx - Tuesday March 04, 2025 16:14:06
 - [Financial Strength and Stability](#) - Exhibit 1 - Dun and Bradstreet Information.pdf - Tuesday March 04, 2025 16:14:25
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Standard Transaction Document Samples (optional)
 - [Requested Exceptions](#) - Exhibit 7 - 030425_Public_Safety_Software_Master_Agreement_365Labs Notes update.pdf - Tuesday March 04, 2025 16:14:48
 - [Upload Additional Document](#) - Exhibits 2_3_4_5_6_9_10_11_12 (Tables 3_45A_6A_7A).zip - Tuesday March 04, 2025 16:17:09

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

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

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Joe Lunt, EVP/CRO, 365Labs, LLC

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_12_Public_Safety_Software_RFP030425 Mon February 24 2025 04:31 PM	☒	4
Addendum_11_Public_Safety_Software_RFP030425 Fri February 21 2025 08:25 AM	☒	2
Addendum_10_Public_Safety_Software_RFP030425 Wed February 19 2025 02:57 PM	☒	2
Addendum_9_Public_Safety_Software_RFP030425 Wed February 12 2025 04:18 PM	☒	2
Addendum_8_Public_Safety_Software_RFP030425 Mon February 10 2025 10:04 AM	☒	2
Addendum_7_Public_Safety_Software_RFP030425 Mon February 3 2025 04:39 PM	☒	4
Addendum_6_Public_Safety_Software_RFP030425 Fri January 31 2025 10:29 AM	☒	2
Addendum_5_Public_Safety_Software_RFP030425 Wed January 29 2025 03:58 PM	☒	2
Addendum_4_Public_Safety_Software_RFP030425 Fri January 24 2025 11:47 AM	☒	2
Addendum_3_Public_Safety_Software_RFP030425 Tue January 21 2025 02:21 PM	☒	3
Addendum_2_Public_Safety_Software_030425 Fri January 17 2025 03:35 PM	☒	1
Addendum_1_Public_Safety_Software_030425 Fri January 17 2025 10:38 AM	☒	1

**AMENDMENT #1
TO
MASTER AGREEMENT #030425-365L**

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **365Labs, LLC** (Supplier).

Sourcewell awarded an agreement (030425-365L) to the Supplier to provide equipment, products, or services to Sourcewell and its Participating Entities (Master Agreement).

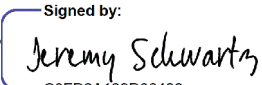
Supplier requested removal of Products and Completed Operations Aggregate and Personal and Advertising Injury under the General Liability Insurance from the Master Agreement.

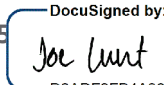
Based on the information provided, Sourcewell agrees to this request.

NOW, THEREFORE, the parties wish to amend the Master Agreement as follows:

Article 2. Insurance—Subsection 22A. the requirement for Products and Completed Operations Aggregate and Personal and Advertising Injury under the General Liability policy is removed in its entirety.

Except as amended by this Amendment, the Master Agreement remains in full force and effect.

Sol 
Signed by: C0FD2A139D06489...
By: _____
Jeremy Schwartz
Chief Operating and Procurement Officer
Date: 7/27/2026 | 1:41 PM CDT

365 
DocuSigned by: D3ADF9FB4A3842E...
By: _____
Joe Lunt
CRO
Date: 7/27/2026 | 12:41 PM PDT