



Solicitation Number: RFP#010720

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Laser Aiming Systems Corporation**, 5475 Pioneer Creed Dr., Maple Plain, MN 55359 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 21, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

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

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

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

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

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

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

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

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

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

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

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

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

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

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

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

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

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

24. CANCELLATION

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

Sourcewell
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 2/24/2020 | 1:39 PM CST

Laser Aiming Systems Corporation
DocuSigned by:
By: Matthew Plowman
93D517F6179A429...
Matthew Plowman
Title: General Counsel & Chief Legal Officer
Date: 2/25/2020 | 3:45 PM PST

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 2/25/2020 | 7:04 PM CST

RFP 010720 - Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Vendor Details

Company Name: Laser Aiming Systems Corp.
Does your company conduct business under any other name? If yes, please state: Viridian Weapon Technologies
Address: 5475 Pioneer Creek Drive
Maple Plain, Minnesota 55359
Contact: Matthew Plowman
Email: matt@viridianweapontech.com
Phone: 763-406-7808
HST#: 20-4937732

Submission Details

Created On: Monday November 18, 2019 12:38:42
Submitted On: Monday January 06, 2020 15:43:42
Submitted By: Kevin Skalicky
Email: kevin@viridianweapontech.com
Transaction #: 22648b05-cf73-4435-a5a3-41f40fb3fcd3
Submitter's IP Address: 192.119.244.186

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Laser Aiming Systems Corporation DBA Viridian Weapon Technologies
2	Proposer Address:	Viridian Weapon Technologies 5475 Pioneer Creed Dr. Maple Plain, MN 55359 (763)479-4091 (800)990-9390
3	Proposer website address:	www.ViridianWeaponTech.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Matthew Plowman General Counsel & Chief Legal Officer Viridian Weapon Technologies 5475 Pioneer Creed Dr. Maple Plain, MN 55359 Phone: (763)406-7808 Email: Matt@ViridianWeaponTech.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kevin Skalicky National Sales Manager Viridian Weapon Technologies 5475 Pioneer Creed Dr. Maple Plain, MN 55359 Phone: (763)406-7801 Email: Kevin@ViridianWeaponTech.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Brian Hedeem President & Chief Executive Officer Viridian Weapon Technologies 5475 Pioneer Creed Dr. Maple Plain, MN 55359 Phone: (763)406-7807 Email: Brian@ViridianWeaponTech.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Since 2006, Viridian Weapon Technologies [hereinafter "Viridian"] has been devoted to applying cutting-edge technology to design compact, powerful self-defense products for the civilian, military and law enforcement markets. Viridian is the leader in weapon-mounted technology and responsible for a number of firearm innovations including INSTANT-ON®, green and red laser sights, LED weapon-mounted illuminators and several shooting accessories including the TacLoc® Holsters. Viridian products are designed and built in the USA.</p> <p>Viridian Weapon Technologies directly employs over 40 people at our location in Maple Plain, MN and has over 300 contracted reps working around the world. Our mission is to create the leading edge of weapon technology. We have maintained that reputation in our industry over the last 14 years through our commitment to taking a creative approach in developing solutions, being customer focused, strong collaboration and teamwork, and by motivating our staff to remain hungry and nimble in the work that they do for our company.</p> <p>The company serves markets both domestically and internationally, including key customers in Italy, the United Kingdom, and thousands of customers in the United States.</p> <p>Viridian has constructed an exceptional supply chain by developing our own inside sales team along with a global network of contracted representatives from our partner distributors. Our manufacturing team can respond quickly to changing demand and allow for our sales representatives to adapt their approaches to satisfy demand. Together, these business functions work to exceed the expectations of our retailers, manufacturers, and consumers.</p> <p>As Viridian Weapon Technologies became one of the most trusted brands for sighting systems in the shooting sports industry, we began partnering with several OEM firearms manufacturers to help them improve the quality of the products they were bringing to market. This has included, but has not been limited to, products exclusively designed for Ruger Firearms, Springfield Armory, Taurus International, and Walther Arms.</p> <p>In addition to becoming the innovator behind the FACT™ Duty Weapon-Mounted Camera for law enforcement, Viridian Weapon Technologies continues to lead the way with the X Series®, C Series® and REACTOR® laser sight and tactical light models.</p>
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<p>8</p>	<p>Provide a detailed description of the products and services that you are offering in your proposal.</p>	<p>The FACT™ Duty Weapon-Mounted Camera (Fast Access Camera Technology) [hereinafter “FACT Duty”; “FACT Duty WMC”; and “WMC”] was introduced by Viridian Weapon Technologies in 2017 and addresses the many limitations associated with conventional video recording devices used by law enforcement during incidents involving the use of an officer’s firearm. The FACT Duty WMC mounts to the accessory rail of any modern law enforcement duty firearm and provides the optimal perspective for knowing what really happened during the critical and high severity situations facing law enforcement.</p> <p>Viridian Weapon Technology’s patented INSTANT-ON® technology ensures that the FACT Duty WMC begins recording automatically upon removal of the firearm from the holster. This eliminates the drawbacks of existing technology such as body worn cameras which must be manually activated by the officer, relying on officer discretion often in high intensity situations. Removing the need to manually activate the camera allows law enforcement personnel to be more focused on their ever-changing environment during critical moments rather than attempting to activate sometimes cumbersome equipment.</p> <p>The FACT Duty WMC offers an unobstructed view from the unique perspective of the muzzle of the officer’s firearm. Body worn cameras are often blocked by the officer’s arms, hands, firearm, jacket, or any obstacle that they may be taking cover behind. The FACT Duty WMC provides clarity to what an officer was seeing when pointing or discharging a duty firearm.</p> <p>Implementing the FACT Duty WMC requires minimal training and works as a supplement or alternative to existing video evidence methods. Since the FACT Duty WMC records only on the comparatively rare occasions where an officer’s gun is drawn, it generates significantly less overall data that departments are required to store and manage. This means significantly lower costs.</p> <p>Every FACT Duty WMC is accompanied by our free standard Viridian WMC V1.3 software that adds evidence integrity to the device by password securing all recorded data. The software also provides an interface for adjusting camera settings and inputting personalized officer information. The FACT Duty WMC utilizes an onboard 32GB memory that can hold 6.5 hours of 1080HD resolution video. There are indicator lights on the exterior of the camera that allow the user to quickly and efficiently know how much memory space is left on the hard drive and how much battery capacity is remaining. The lights change from green to yellow to red reflecting set levels of battery percentage. The device is powered by a lithium rechargeable battery and can last for up to 3.3 hours of standard recording or 40 minutes of recording while simultaneously using the tactical light on the highest setting.</p> <p>In addition to our Viridian WMC V1.3 software, a turnkey evidence management program called CamOnQ is available as an optional accessory to any device. This program is a more extensive storage platform with one-click upload of the files and a robust offering of descriptive criteria for cataloging evidence. The CamOnQ evidence management system allows departments to effectively and efficiently store data on local servers or hard drives and avoid the high costs associated with cloud based storage contracts that often hinder the department’s ability to budget for the agency.</p> <p>The FACT Duty WMC has an adjustable brightness, 500 lumen tactical light and an integrated microphone to record audio along with video. It weighs 3.3 ounces, has a rugged 6061 aluminum frame, is waterproof (IPX7), and can be used with no physical modification to an officer’s duty firearm.</p> <p>We sell the FACT™ Duty WMC in two configurations. Sku # 990-0013 has a 1080HD camera, tactical light, and microphone. Sku # 990-0017 has a built-in green laser, 1080HD camera, tactical light and microphone. Both models are sold individually or as a package with an INSTANT-ON® equipped duty holster (Safariland, Blackhawk, Desantis). Additionally, department can choose to utilize the standard Viridian WMC V1.3 software, or upgrade each camera to our expansive CamOnQ evidence management program (Sku # 990-0033).</p>
<p>9</p>	<p>What are your company’s expectations in the event of an award?</p>	<p>Viridian Weapon Technologies is excited to work with Sourcewell as our cooperative purchasing partner to create a new and efficient method for municipalities to procure our products. We believe that this will reduce many barriers associated with the bid process and drive additional credibility for both Sourcewell and Viridian Weapon Tech. Our growth plans align with utilizing cooperative purchasing to expand our market segment and reach.</p>

10	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.	See document attached titled: Minnesota Bank & Trust Reference.	*
11	What is your US market share for the solutions that you are proposing?	<p>Based on the unique innovation of the FACT Duty WMC, along with pioneering this new category of products for law enforcement, Viridian currently occupies the entire market share for law enforcement weapon-mounted cameras in the U.S.</p> <p>Currently, weapon-mounted cameras are a category in which the FACT Duty WMC has no obvious competitors. While there are cameras designed for recreational use on firearms, the FACT Duty WMC is the only weapon-mounted camera device known to be officially implemented on duty by law enforcement agencies.</p> <p>With regard to public safety video surveillance solutions as a general category, Viridian WMCs are new to the industry and currently represent less than 1% of the overall market share for all potential mobile video recording law enforcement products.</p>	*
12	What is your Canadian market share, if any?	<p>At this time, weapon-mounted cameras are a new category in Canada as well, and there has been minimal marketing and sales into Canada. We are currently working on a testing and evaluation programs with a few agencies, including the Saskatchewan Highway Patrol, that have expressed interest in moving forward. As with the United States market, weapon-mounted cameras have no obvious competitors in Canada.</p> <p>Our laser sight products are sold and marketed by a licensed distributor in Canada, and have gained a market share at a similar percentage to the United States, so Viridian has established sales channels to support distribution in Canada upon greater exposure of the WMC.</p>	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
14	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Viridian Weapon Technologies is a manufacturer of weapon-mounted accessories. Our sales force consists of internal managerial roles that pertain to marketing, account management, and compliance. Additionally, we have a team of inside salespeople that interact most commonly with our customer base and third party (distributors and rep groups) sales representatives.</p> <p>Our third party sales representatives from our distributors and contracted agencies make up much of our outside sales department, with over 300 third party representatives globally. Our internal managerial team also plays a vital role in conducting visits and presentations to larger agencies.</p>	*
15	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.	The FACT Duty is tested to the IECEE CB scheme, along with CE and FCC standards for electronics. The battery accompanying the unit is ETL listed and tested to the IECEE CB scheme. FACT Duty WMC laser sight versions are compliant to FDA standards.	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	None.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>The scope outlined in the RFP covers Viridian Weapon Technologies' products and services without additional subcategories to recommend.</p> <p>The list below is a list of keywords that best describes our products that can be classified as public safety video surveillance solutions: Weapon-Mounted Camera, Video Evidence, Gun Camera, Weapon Camera, Gun-Mounted Camera, Evidence Management, Tactical Light, Rechargeable battery, Weapon light, Recording Device, Video recorder, Holster.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Viridian has received significant recognition via features in approximately 150 written media publications and approximately 100 television news stories highlighting the FACT Duty WMC dating back to 2017. Specifically relating to law enforcement, Viridian was awarded the National Tactical Officers Association Member Tested & Recommended Program certification in 2018 for the FACT Duty Weapon-Mounted Camera.
19	What percentage of your sales are to the governmental sector in the past three years	Viridian product sales to the government sector are approximately 6-7% of overall sales. Viridian began allowing departments to test and evaluate the FACT™ Duty Weapon-Mounted Camera in late 2017, so there is less than three full years of data in selling the WMC product to the government sector. Due to the strength and focus of Viridian's ongoing sales to the consumer market, overall sales to the government sector has historically only been an incremental growth segment. As this video evidence category grows significantly over the next 3-5 years, we expect government sales to occupy a substantially higher percentage of overall revenue.
20	What percentage of your sales are to the education sector in the past three years	Since we make weapon-mounted accessories for firearms, our sales to the education sector have been essentially zero. Recently, we have had school resource officers and college campus police departments participating in testing and evaluation programs for the FACT Duty WMC, but it has not yet translated to sales revenue.
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Viridian Weapon Technologies does not currently hold any state contracts or cooperative purchasing agreements. As we continue to grow the market for weapon-mounted cameras, our growth initiatives include these options.
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Viridian Weapon Technologies is listed on GSA Contracts for GT Distributors and HL Dalis. Viridian has not realized any sales volume from these contracts to date.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *
West Hennepin Public Safety, MN	Director of Public Safety Gary Kroells	(763) 479-0500
Vernon Police Department, TX	Police Chief Randy Agan	(940) 553-3311
Williams Police Department, AZ	Lieutenant Darrell Hixson	(928) 635-4461
Hiawatha Police Department, IA	Police Chief Dennis Marks	(319) 393-1212

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
County Sheriffs Department	Government	Nevada - NV	Weapon-Mounted Camera implementation for 120 officer police department.	120 FACT Duty WMC units in process subsequent to purchase agreement.	Scheduled Q1 2020 \$101,000.00	*
International Armed Forces Contract	Government	District of Columbia - DC	Weapon-Mounted Camera implementation for 40 person deployment of international military entity ordered through US Embassy.	40 FACT Duty WMC units purchased	\$32,800 (phase one)	*
County Sheriffs Department	Government	South Carolina - SC	Weapon-Mounted Camera implementation for 160 officer sheriff's department.	33 FACT Duty WMC units purchased (phase one)	\$17,900 (phase one)	*
Municipal Police Department	Government	Minnesota - MN	Weapon-Mounted Camera implementation for 23 officer department.	23 FACT Duty WMC units purchased	\$13,035	*
Municipal Police Department	Government	Illinois - IL	Weapon-Mounted Camera implementation for 21 officer department.	21 FACT Duty WMC units purchased	\$10,600	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if 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 *
25	Sales force.	The Viridian Weapon Technologies government sales department consists of 6 designated positions as well as 3 other contributing managerial roles that influence the scope and strategic direction of the government sales division. The team consists of three inside sales reps with territory responsibilities within the U.S. Key account or international government sales opportunities are the direct responsibility of our National Sales Manager, Director of Sales, and Chief Legal Officer. We also have an extensive network of third party outside sales representatives consisting of over 300 reps worldwide.
26	Dealer network or other distribution methods.	Based on the contracted third party representatives mentioned above, there are sales personnel from 5 international distributors, including Canada, and 15 domestic distributors. Our domestic distributor network covers the entire U.S. with several overlapping state territories.
27	Service force.	Viridian has a factory and service support team at its manufacturing facility in Minnesota. Viridian has a team of front-line customer service personnel fully trained in the technology and application of the FACT Duty WMC. These personnel are trained to troubleshoot any mechanical issues and user inquiries. In support of the front line customer service personnel, Viridian employs a team of factory technicians within the product development and engineering department experienced in efficiently addressing all RMA and warranty repair and replacement evaluations. The RMA system is to be a seamless process for the customer. This involves immediate disbursement of substitution units, prepaid shipping labels supplied by Viridian, and the customer simply sending in the units for evaluation of repair or permanent replacement.
28	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.	All customer service inquiries related to the FACT Duty WMC are handled internally by our expert staff at our facility in Minnesota. Response times for domestic repairs or updates are required to adhere to a policy of expedited shipping of the product back to the customer within 48 hours of the time it enters our facility. In the case of a departmental emergency associated with a critical incident where the FACT Duty WMC was involved, internal procedures are in place for applicable company representatives to provide immediate response pursuant to the customer's need.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None.
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Viridian Weapon Technologies services all of the Sourcewell portfolio of members' geographical region.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	In any instance where Viridian would ship products to AK, HI, or any U.S. Territories, there are no increases to the price of our products. However, we do have an added \$20 logistical cost per order associated with the delivery of the product to these regions.

Table 7: Marketing Plan

Line Item	Question	Response *
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<p>32</p>	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>Adding Sourcewell as our first cooperative purchasing partner is a primary initiative for Viridian WeaponTechnologies as we rapidly grow our presence within the government sector for two primary reasons.</p> <ol style="list-style-type: none"> 1. t creates a new, credible pathway by which departments that had little previous knowledge of our solution can be made aware of the extensive benefits that our FACT Duty Weapon-Mounted Camera provides. 2. Due to Sourcewell's role in effectively streamlining the bid process, which can often intimidate our customers and/or slow down the procurement, we anticipate that many more agencies that are initially interested in our solution will implement more promptly. If awarded, we anticipate that Sourcewell's comprehensive and informative cooperative purchasing platform will be the ideal leverage to expedite the implementation process for many agencies. <p>To promote our newly awarded contract with Sourcewell, Viridian will immediately provide an email notification to our entire law enforcement mailing list and distribution channels across the country and to all applicable Sourcewell members providing notification of a contract with Sourcewell. In addition, our marketing and sales teams will provide information to non-members explaining the Sourcewell option and ways to utilize this contract for deployment of the FACT Duty WMCs. Beyond that, Viridian will continue to incorporate this contract into pre-existing marketing strategies including Email campaigns, social media, live and on-line presentations, industry seminars, and trade shows. This will also include, but not be limited to, adding the Sourcewell logo as appropriate to applicable Viridian banners, trade show booth materials, brochures, catalogs, website, and email newsletters.</p> <p>Currently, Viridian actively participates in all of the largest national trade shows in the U.S., as well as 8-10 state level trade show events each year as well. Viridian involvement in these events is crucial to reaching new customers and expanding upon existing relationships with current customers. Viridian has also been chosen to speak at several regional law enforcement events regarding the overall advantages of Weapon-Mounted Cameras as part of any municipality's mobile evidence strategy. As a nationally recognized and foremost authority on mobile video evidence technology, the Viridian team has been able to use our platform at these events to share details and benefits of the FACT Duty WMC directly.</p> <p>Moving forward as a Sourcewell cooperative purchasing partner, Viridian will make it our goal to utilize our existing marketing resources to encourage any applicable customers to purchase through this channel because of the aforementioned benefits of efficiency, convenience, credibility, and the streamlining of the bid process. See marketing samples attached under: Viridian FACT Duty Marketing Exhibits.</p>
<p>33</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Viridian continues to lead the way in our industry with a highly effective web and social media presence. This has been positively impacted by the popularity of our brand and our growing reputation among law enforcement and municipal officials.</p> <p>In 2019 alone, the Viridian website was visited over 500,000 times generating approximately 1.2 million clicks associated with the sales of our weapon-mounted accessories. Customers spend an average of 2.9 minutes on the website with each visit, and we offer a live "chat with our staff" option to reach customers in the most convenient way possible without missing an opportunity to engage with our audience.</p> <p>Viridian social media pages (Facebook, Instagram, Twitter) have over 81,000 cumulative followers. The Instagram pages generates an average of approximately 350 likes per post.</p> <p>Viridian has, on average, over 400,000 subscribers to its email list. This includes over 15,000 law enforcement and municipal officials. Our digital marketing team reaches out to the extensive law enforcement email list with an informative, content specific newsletter twice per month. These newsletters are aimed at updating our customers related to implementations of the FACT Duty WMC around the U.S., as well as bringing awareness to recent incidents, case studies, blog posts, and FACT Duty WMC media recognition. In order to maintain our position as a leader in mobile video evidence recording solutions, we understand the importance of communicating accurate and compelling information to our prospective customers.</p>
<p>34</p>	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>It is expected that if a Sourcewell member becomes interested in this category, that Viridian be notified of any opportunities to place our products in consideration for the project. Viridian would also expect that Sourcewell promote the Weapon Mounted Camera category to its members where applicable and appropriate. We plan an aggressive integration of the Sourcewell contract into our sales process. We believe a partnership with Sourcewell will help simplify the purchasing process for our clients, so Viridian will recommend to clients interested in our products to join Sourcewell for simplicity in the procurement and ensuring the best pricing. Existing Sourcewell members will be actively courted and encouraged to utilize the advantages of the Sourcewell contract.</p>

35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Currently, Viridian products designated exclusively for law enforcement agencies are not available through an e-procurement ordering process due to the uniqueness of each contract that we work closely to develop with our customers. The detailed legal, policy, and functional use related content associated with video evidence gathering products, such as the FACT Duty Weapon-Mounted Camera, requires our sales and legal teams to help departments ensure that they properly implement our solution to the best of our ability. The FACT Duty WMC can be acquired through our website (https://viridianweapontech.com/factapp/index/apply) for the purpose of testing and evaluation programs by any governmental agency.	*
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Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Due to the ease of the implementation process and the simple functionality for the FACT Duty Weapon-Mounted Camera, there is minimal optional training and no standard training required. Training videos and documents are sent at no cost with every implementation, which demonstrate tasks such as the simple device installation and offload of data evidence. Viridian offers a free personalized administrative tutorial for any staff that is responsible for offloading evidence upon request. Additional training or guidance desired in any area is available to any implementing agency. This can be notably utilized for use of the device in conjunction with the CamOnQ evidence management system (including assistance with customization), or any other third party evidence storage platform, at no cost to the agency.	*
37	Describe any technological advances that your proposed products or services offer.	The Viridian FACT Duty Weapon-Mounted Camera is the very first weapon mounted camera exclusively designed for law enforcement. The patented Instant-On technology ensures that the camera will be activated and recording for any and all gun drawn encounters experienced by the law enforcement agency. Moreover, the placement of the WMC on the end of an officer's firearm provides a view of a gun-drawn encounter, which has never previously been available due to inherent limitations with the placement of body cameras that are often blocked in an officer involved shooting event. The 1080HD camera, integrated microphone, integrated tactical light, and optional green laser offers the most complete weapon-mounted accessory available to law enforcement. In addition, Viridian's partnership with the most prominent duty holster companies, such as Safariland and Blackhawk, typically allows us to incorporate our Instant-On technology with most of the existing duty holsters already in use by an agency.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Viridian is in the process of evaluating environmentally friendly initiatives.</p> <p>Product:</p> <p>Viridian utilizes LED lighting for the devices which are 30 to 80 percent more efficient than traditional lighting options.</p> <p>FACT Duty WMCs feature a removable, rechargeable battery device, eliminating the need for battery replacement and disposal with traditional non-rechargeable batteries.</p> <p>FACT Duty battery indicator lights alleviate the need for redundant charging to ensure maximum utilization of battery and charger resources and accompanying energy demands.</p> <p>Manufacturing:</p> <p>Viridian attempts to utilize the latest recycling techniques and processes for implementation into equipment and disposal of waste.</p> <p>Viridian's building utilities are deployed with a conscious effort toward green and recyclable initiatives and consideration of environmentally conscious vendors.</p>	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Viridian does not currently hold any third-party issued eco-labels, ratings or certifications for our product. With mobile evidence recording being such a new and growing category of law enforcement, these labels do not exist. Our removable, rechargeable battery is ETL certified for safety and sustainability.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Viridian is not a Women or Minority Owned business entity. Viridian is a qualified small business under classifications by the U.S. Small Business Administration.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<p>The Viridian FACT Duty Weapon Mounted Camera is the very first weapon mounted camera designed for law enforcement. The patented Instant-On technology ensures that the camera will be activated and recording for any and all gun drawn encounters for the law enforcement agency. Moreover, the placement on the end of an officer's firearm provides a view of a gun-drawn encounter that has never previously been available due to inherent limitations with the placement of body cameras which are often blocked in an officer involved shooting event.</p> <p>Also important for Sourcewell members is that Weapon-Mounted Cameras create just a fraction of the data of other mobile evidence recording solutions, because data is only created during the comparatively rare occasions where the officer's firearm is drawn. This results in significantly lower costs and required resources to store and manage the data of a Weapon-Mounted Camera. Therefore, the WMC is an ideal supplement or alternative to body cameras depending on the member agency's available budgetary resources.</p>	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Viridian has the ability and willingness to provide our products and services to Sourcewell member agencies in Canada with a current distributor in place.	*

Table 9: Warranty

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

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	Viridian offers a complete industry standard two-year warranty on all LE products, parts and labor.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. Viridian's warranty covers all expenses for warranty covered repairs.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	No. There are no geographic restrictions on providing necessary service for warranty repairs. The majority of warranty repairs will involve customers sending in applicable units with temporary or replacement units sent immediately.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Not applicable. All Weapon Mounted Camera parts and the holsters are warrantied directly through Viridian. If a 3rd party evidence management software is utilized, warranty and performance issues will need to be handled through the provider.	*
48	What are your proposed exchange and return programs and policies?	Defective units can be exchanged. Viridian LE sales are typically preceded by a 30-120 day Testing & Evaluation program, giving the agency necessary time to determine if the Weapon-Mounted Camera is the appropriate solution.	*
49	Describe any service contract options for the items included in your proposal.	Viridian has an evidence management program (CamOnQ) service contract option for agencies that choose to implement using the advanced turnkey integrated program. No service contract is necessary, however, for the purchase of Weapon-Mounted Cameras utilizing the standard Viridian WMC V1.3 software.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Viridian payment terms are standard net 30 from shipment of product, but negotiable upon the agency's needs and subsequent to their purchase agreement.	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Viridian does not administer leasing or financing options, but can offer payment installment programs to agencies on a case specific basis.	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	All orders are processed internally through Viridian. If awarded a Sourcewell contract, we will create promo codes tracking each Sourcewell purchase and convert all sales under that code to a quarterly report. Dealer network orders will still be processed through the Viridian system and will require the same promo code distinction. Reporting can be sent at any time to Sourcewell by generated Excel spreadsheet.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	P-Card payment is not accepted at this time, but Viridian will be open to investigating if there is a demand from Sourcewell members.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
54	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.	<p>Viridian's pricing structure is shown as line item pricing with different designations for quantity break discounts and Sourcewell member pricing (See submitted document: Viridian Price List for Sourcewell RFP). Pricing reflects our most current pricing as regular price, quantity break pricing, Sourcewell member price, and Sourcewell member quantity break pricing.</p> <p>Our included price sheet designates all current Viridian FACT Duty models and accessories. The FACT Duty is available with or without an added green laser sighting system built in, and with or without a Safariland Duty holster with INSTANT-ON pre-installed (4 available models total).</p> <p>Our accessories include the option to add our CamOnQ evidence management system to the purchase for each device. We also have additional rechargeable batteries, an individual battery charger, extra charging/data transfer cables, and deactivation mats available for purchase.</p> <p>Currently, the Viridian FACT Duty is exempt from coupon codes, sales, or any other discounts off of the regular price with the exception of quantity break discounts of over 100 units per order or Sourcewell member discounts.</p>
55	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.	Sourcewell members will receive a discount of 5% off standard pricing.
56	Describe any quantity or volume discounts or rebate programs that you offer.	Sourcewell members purchasing over 100 units will receive an additional 5% off, for a total of 10% discount off standard pricing.
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Sourced" products or related services that are not included in the pricing sheet uploaded in the document section will be priced according to a supplied quote for each such request.
58	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.	The only item not included in the pricing submitted (see * under line item on pricing sheet) is for the optional CamOnQ evidence management system which requires a fee direct to the provider for those agencies choosing renewal of the service agreement at \$50 per device per year beginning after one year.
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Freight and delivery is included on all purchases within the lower 48 states.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For shipments to AK, HI, U.S. Territories, and Canadian Provinces, there are no increases to the price of our products. However, we do have an added \$20 logistical fee per order. For any additional offshore deliveries not mentioned, we would supply the customer a quote in advance.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not applicable.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	d. other than what the Proposer typically offers (please describe).	Viridian does not offer discounts other than a quantity discount off of our standard pricing. The added Sourcewell member option would represent the most aggressive price option we have offered our customers.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>A self-audit process is being put in place specifically intended to verify compliance of cooperative purchasing contracts involving our legal and finance departments.</p> <p>Each government PO received will be initially categorized with a promo code to determine whether it is a contract project PO. This will be double checked quarterly and a report will be generated documenting all sales under the contract. The appropriate administrative fee will then be calculated from this document and signed off on by the legal department. Each such PO will be checked and validated to ensure that it is at an awarded contract price. Upon validation, a report will be sent to each cooperative purchasing organization. As a check and balance, this will be checked against an overall contract sales report to ensure totals for an awarded contract match on both reports. Monthly or weekly updates are also available at the request of the cooperative purchasing organization.</p>
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Viridian proposes a 2% administrative fee calculated as a percentage of the customer contract sales price.

Table 14: Industry Specific Questions

Line Item	Question	Response *
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	On a monthly, quarterly, and annual basis we breakdown the origination of each lead within our customer base and determine the strength of each category by the number of leads generated, the number of active projects, and the total departments implemented with Weapon-Mounted Cameras during the period. This information is then used to evaluate how effective each channel has been and what our next steps should be in terms of added resources to help drive success through under-performing channels.

66	Describe, in detail, the video and recording features as it applies to your products. Examples may include activation, buffering, range, resolution, file transfer, etc.	<p>The FACT Duty WMC utilizes proprietary INSTANT-ON activation, which means that the camera is activated immediately upon removal of the officer's firearm from the holster. It records in both 720p or 1080HD (1920 X 1080 HD) resolution and at 30 frames per second. The user has the option of adjusting the resolution depending upon their preference and available data storage options. The camera lens has a 112 degree field of view that is designed to accurately depict human vision, to the best of the device's capability, in order to show what an officer was seeing when they had their firearm deployed or aimed at a suspect. Includes an integrated microphone for accurately capturing audio that is synced with the video recording as well as a timestamp in the upper right corner of all videos that provides the viewer with knowledge of date, time, file number, and duration of each video file.</p> <p>Video storage capacity consists of an internal, 32GB secure onboard storage that is capable of storing approximately 6.5 hours of video at 1080HD resolution. All continuous files are segmented into 3 minute individual files, with no interruption to recording. Each file that is created goes through the codec process and is securely stored each time a file either exceeds 3 minutes or when the firearm is returned to the holster.</p> <p>The Viridian FACT Duty WMC features a default overwrite mode to ensure that all recent data recorded is stored on the device. This can be deactivated at the user's discretion if they would like the device to stop recording once the 32GB memory is filled.</p> <p>The transfer of data between the onboard 32GB memory and the user's desired storage location is done through a wired connection by micro USB and USB to a computer. Our proprietary access software, which requires that the agency assign a password to each device in order to access any recorded files, ensures evidence integrity and provides the customer flexibility in how they wish to store their files after securely gaining access.</p> <p>As previously mentioned, the option is also available for customers to purchase CamOnQ, a more robust evidence management system, to accompany each FACT Duty WMC.</p>
67	Describe, in detail, the device features specific to your product offering. Examples may include weight, size, weather compatibility, display or monitoring options, connectivity, battery life, etc.	<p>The Viridian Weapon-Mounted Camera weighs 3.3 oz and mounts to the accessory rail of any railed duty firearm. The size of the product allows it to fit in nearly all light-bearing duty holsters designed for the two most popular existing weapon lights (Streamlight TLR-1, Surefire X300). Because of the strategic size compatibility, departments can normally avoid having to purchase a new holster for each officer in order to implement our solution.</p> <p>The FACT Duty WMC uses a rechargeable 1000mAh lithium polymer battery pack. Runtime per use is up to 3.3 hours of standard recording time or 40 minutes of recording time while simultaneously operating the tactical light on its highest setting. All variations of the FACT Duty WMC have an integrated 500 lumen LED tactical light with adjustable constant or strobe settings, which are specifically designed to illuminate the camera's field of view. The frame and rail mounting plates are constructed with 6061 aircraft aluminum, while the face plate and rear switch cover are made from high performance polymer that has been extensively impact tested for durability.</p> <p>The FACT Duty WMC is IPX7 rated as waterproof and resistant to environmental factors. Every aspect of the design of the FACT Duty WMC has been tested specifically for the rigorous use in firearm applications such as intense recoil and numerous environmental durability factors.</p>
68	Describe the training, set-up and installation process.	<p>Training, installation and set-up for the Weapon-Mounted Camera solution is very simple. The purchasing agency will be sent the Weapon Mounted Camera devices themselves, upgraded or purchased holsters, and a toolkit, along with links to the appropriate training videos. The videos instruct the purchasing agency on installation to the rail of the officer's firearm. Each device is also attached to the appropriate computer for activation with a master password provided to a designated administrator. Upon set up, the administrator will synchronize and establish settings for each device. The administrator will also name, label and establish permissions for each device for proper display and settings.</p> <p>Upon deployment to the individual officers, if the officers are certified for a light on a firearm, no additional certification would be necessary. The only training necessary for the individual officers is understanding that the device will record at all times out of the holster, and department procedures for transfer of the data.</p>

69	Describe the data storage, analysis, and management features and functionality as it relates to your products.	<p>Data storage consists of both onboard storage as well as the option of 2 unique evidence management options.</p> <p>The FACT Duty WMC itself has a 32GB, internal, secure onboard storage that is capable of storing approximately 6.5 hours of video at 1080HD resolution at 30 FPS. All continuous files are segmented into 3 minute individual files, with no interruption to recording. Each file that is created goes through the codec process and is securely stored each time a file either exceeds 3 minutes or when the firearm is returned to the holster.</p> <p>The FACT Duty Weapon Mounted Camera is sold, for agencies desiring it, with an accompanying evidence management software system called CamOnQ. The system automatically imports each file via USB Connection by simply clicking the "upload files" button once logged into the system. The camera's files are then securely extracted from the onboard memory and moved into CamOnQ where they can be viewed, sorted and categorized. The appropriate administrator at the agency has the ability to categorize each file off a customizable menu based on serial # of each camera, case number, case type, retention requirements, case annotation, and other desired categories.</p> <p>The data is a basic .mov file that can be stored within a department's existing evidence platform. Because data created is a fraction of more constant recording mobile evidentiary solutions, no additional data storage mechanisms are necessary beyond what a department already has in place. Data from the FACT Duty can be easily integrated into any existing evidence management system.</p> <p>A purchasing department has a second option to obtain the FACT Duty Weapon-Mounted Cameras without the CamOnQ evidence management software system. The device would then simply utilize the Viridian V1.3 administrative software that password protects the files, and allows for the same transfer of video recordings via the USB port. This is ideal for departments with existing evidence management systems, and leaves the data prepared for ingestion into their current evidence storage model.</p>	*
70	Describe the availability of mobile applications and mobile access for the solutions included in your proposal?	There are no current mobile applications or mobile access to data associated with the FACT Duty WMC.	*
71	Describe your upgrade policies for hardware and software products.	All Software updates to the CamOnQ evidence management software are included in a \$50 per year per device subscription after Year 1. Departments using the basic V1.3 administrative software are eligible for any updates to that program at no charge. Viridian does not offer a hardware upgrade policy beyond the standard warranty coverage, but existing customers are given preferred pricing for upgraded hardware versions and this preferred pricing will be extended to Sourcewell members.	*
72	Describe the methods adopted to demonstrate that the offered equipment, products, and services comply with applicable federal, state and local laws and policies on data collection, use, management, and retention.	In each purchase, Viridian offers at no charge a complete legal analysis of departmental policy and compliance requirements with review of applicable federal, state and local law to confirm compliance with ever-changing data collection, privacy, and retention requirements.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 68. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by

Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Minnesota Bank & Trust Reference.pdf - Monday January 06, 2020 13:29:16
- [Marketing Plan/Samples](#) - Viridian FACT Duty Marketing Exhibits.pdf - Monday January 06, 2020 13:30:33
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Viridian Warranty Page.pdf - Monday January 06, 2020 15:36:35
- [Pricing](#) - Viridian Price List for Sourcewell RFP.xlsx - Thursday December 26, 2019 14:42:22
- Additional Document (optional)

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

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. - Matthew Plowman, General Counsel, Laser Aiming Systems Corp.

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
RFP_010720_Public_Safety_Video_Surveillance_Solutions_with_Related_Addendum_5 Fri December 20 2019 10:58 AM	<input checked="" type="checkbox"/>	--
RFP 010720_Public Safety Video Surveillance Solutions_Addendum 4 Tue December 17 2019 08:21 AM	<input checked="" type="checkbox"/>	--
RFP 010720_Public Safety Video Surveillance Solutions_Addendum 3 Tue December 10 2019 05:55 PM	<input checked="" type="checkbox"/>	--
RFP 010720_Public Safety Video Surveillance Solutions_Addendum 2 Fri December 6 2019 04:08 PM	<input checked="" type="checkbox"/>	--
RFP 010720_Public Safety Video Surveillance Solutions_Addendum 1 Fri November 15 2019 09:11 AM	<input checked="" type="checkbox"/>	--

