



Solicitation Number: RFP#010720

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Panasonic i-PRO Sensing Solutions Corporation of America**, 1701 Golf Road, Rolling Meadows, IL 60008 (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 one percent (1%) 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

Panasonic i-PRO Sensing Solutions Corporation of America

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

DocuSigned by:
By: William Brennan
0BF1FC1931CD4E0...

Title: Director of Operations & Procurement/CPO
Date: 2/19/2020 | 7:57 PM CST

Title: VP of Sales & Marketing
Date: 2/21/2020 | 10:04 AM CST

Approved:
DocuSigned by:
By: Chad Coquette
7E42B8F817A64CC...

Title: Executive Director/CEO
Date: 2/19/2020 | 8:05 PM CST

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

Vendor Details

Company Name: Panasonic i-PRO Sensing Solutions Corporation of America
Address: 1701 Golf Road
Rolling Meadows , Illinois 60008
Contact: Amy Lee
Email: amy.lee@us.panasonic.com
Phone: 201-325-1181
Fax: 832-634-4730
HST#: 84-2440008

Submission Details

Created On: Friday December 20, 2019 13:11:25
Submitted On: Monday January 06, 2020 14:59:00
Submitted By: Dave Ovesny
Email: David.Ovesny@us.panasonic.com
Transaction #: 1e6617f6-20e9-4696-9c19-119f850005e4
Submitter's IP Address: 173.90.102.179

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Panasonic i-PRO Sensing Solutions Corporation of America
2	Proposer Address:	Corporate Headquarters 1701 Golf Road Rolling Meadows Illinois 60008
3	Proposer website address:	https://ipro.panasonic.com/en/
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):	William Brennan, Vice President of Sales & Marketing Operations & Service Center 800 Gessner Road #700 Houston, Texas 77024 Email: William.Brennan@us.panasonic.com Phone: 832-634-4730
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Amy Lee, Senior Government Acquisition Business Development Manager Operations & Service Center 800 Gessner Road #700 Houston, Texas 77024 Email: amywlee73@yahoo.com Phone: 757-705-6690
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ali Haroon, Senior Inside Sales Manager Operations & Service Center 800 Gessner Road #700 Houston, Texas 77024 Email: Ali.Haroon@us.panasonic.com Phone: 832-634-4730

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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<p>7</p>	<p>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>	<p>In October of 2019, Panasonic i-PRO Sensing Solutions Corporation of America (PIPSA) began operation as a new company and an independent entity from Panasonic Corporation of North America and its subsidiary, Panasonic System Solutions Company of North America. Back by a rich history of developing and manufacturing security cameras and advanced edge devices such as network recorders and combining these with unique software such as facial recognition and real time analytics, Panasonic has more than 60 years as one of the most trusted brands in the global security market.</p> <p>1957 - Professional surveillance camera developed at the Matsushita Electric Industrial Co., Ltd. Central Research Laboratory 1961 - Professional surveillance camera business started at Matsushita Communication Industrial Co., Ltd. (Business restructured as PSS*1 in 2003) *1 PSS: Panasonic System Solutions Company of Matsushita Electric Industrial Co., Ltd. (In-house corporate spin-off) 2001 - IP network camera business started at Kyushu Matsushita Electric Co., Ltd. (Company name changed to PCC*2 in 2003) *2 PCC: Panasonic Communications Co., Ltd. 2005 - The i-PRO Series surveillance camera system was released by PSS. 2010 - Upon the launch of Panasonic System Networks Co., Ltd. (PSN), which was f was restructured to establish the Security Sy* 2011 - Panasonic's in-car recording system business for North American police and SANYO Electric Co., Ltd.'s surveillance camera system business merged as PSN's Security Systems Business Division. 2015 - Acquired US-based video management software vendor Video Insight, Inc. 2017 - Panasonic conducted an absorption-type company split succeeding with the PSN Security Systems Business Division. 2019 - Panasonic i-PRO Sensing Solutions Corporation of America (PIPSA), a new company that received a co-investment from Polaris Capital Group Co., Ltd. was established as an independent entity from Panasonic's Security Systems Business Division.</p> <p>Panasonic Security constantly endeavors to ensure that our products and technologies are packed with the latest, most innovative technologies to ensure that our customers and their businesses are able to achieve maximum benefit from their IP security camera systems for a safer tomorrow. In Panasonic tradition, our business philosophy continues to be committed to creating a better life and a better world, continuously contributing to the evolution of society and to the happiness of people around the globe. Over the last century, the Panasonic brand has become synonymous with performance, safety, and reliability. Driven forward by constant scientific research, we aim to develop products that open doors to new life and new possibilities today and in the future.</p>
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8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>Panasonic i-PRO Sensing Solutions Corporation of America (PIPSA) is a provider of comprehensive security systems, public safety solutions and medical imaging products, software and services. PIPSA designs, develops, and manufactures video technology for security, public safety, healthcare, utilities and commercial enterprise sectors, in addition to the solutions including system integration, construction, maintenance, and related services. By combining its superior imaging technologies with new AI-driven software and analytics solutions, Panasonic i-PRO Security Systems offers comprehensive, customizable solutions to meet the most diverse range of users' specific needs.</p> <p>PIPSA's portfolio of solutions overview:</p> <p>Intelligent Surveillance Solutions -</p> <ul style="list-style-type: none"> • Surveillance Cameras & Recorders • Surveillance Image Integration Software Platforms (VMS) • Image Recognition Solutions • Surveillance System Peripherals <p>Investigation & Evidence Management Solutions -</p> <ul style="list-style-type: none"> • Investigation Assist Solutions (Urban Surveillance, Facial Recognition, Vehicle Searches) • Proof Management Solutions (Body-Worn Cameras, In-Car-Video Systems, Proof Management Software) *North America Markets Only • Industry Solutions (Transportation Surveillance, Vehicle Surveillance) <p>Medical & Industrial Solutions -</p> <ul style="list-style-type: none"> • Operating Microscopes, Endoscope Cameras • Superfine Cameras (Medical/Industrial) • Near Infrared Cameras & Projector Integrated Operating Assist Unit • Industrial Cameras <p>Panasonic i-PRO cameras are designed for multiple applications and provide a wide range of capabilities, including Enhanced Super Dynamic, High-accuracy Motion Detection, Analytic features, Face Detection, Wide-area Monitoring, and more. All i-PRO cameras include a license for VI MonitorPlus VMS software and are backed by a 5-year warranty.</p>	*
9	What are your company's expectations in the event of an award?	Upon successful award of a Sourcwell contract, Panasonic will promote this contract as a primary procurement method through our national sales team in collaboration with our designated authorized reseller partners.	*
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.	Panasonic i-Pro Sensing Solutions Corporation of America is in good standing with the State of Illinois in accordance with its corporate business filing. The following is the Dun & Bradstreet D-U-N-S® number for Panasonic I-Pro Sensing Solutions Corporation of America is 117342608. Polaris Capital Group Co. acquired 80% of the outstanding shares of the new security systems business with Panasonic Corporation of Japan retaining the remaining 20% of Panasonic I-Pro Sensing Corporation of North America.	*
11	What is your US market share for the solutions that you are proposing?	The Panasonic i-Pro brand products are recognized as one of the top five market share holders in the U.S. video surveillance market along with Honeywell Security Group, Samsung Group, FLIR Systems Inc. and Schneider Electric SE.	*
12	What is your Canadian market share, if any?	Panasonic i-Pro brand products are also a top five market share holder in Canada and made available off through Panasonic Canada, a subsidiary of Panasonic Corporation of Japan.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

14	How is your organization best described: is it provide your written authorization to act as a relationship with your sales and service force a	<p>B - Panasonic i-Pro Sensing Solution Corporation of America (PIPSA) is an OEM manufacturer. We have a strong commitment to account management for the Sourcewell contract to insure eligible agencies have the best security technology and most reliable surveillance solutions to insure that they can meet their missions. PIPSA maintains a dedicated outside and inside sales team that will serve as the first level contacts for Sourcewell and its customers in collaboration with our designated authorized reseller partners. PIPSA has also developed its own internal contract management team dedicated to ongoing service and support of the Sourcewell contract so its participating members will get the highest level of pre- and post-sale support. The PIPSA personnel assigned to this contract will execute upon our training and contract education program, as well as provide direct support to both our designated authorized resellers and end-user customers in the capacities of pre-sales, requirements definition, product application alignment, and delivery/manufacturing coordination.</p> <p>For ordering processing, PIPSA will provide a list of authorized designated resellers who accept orders online, by telephone, through fax or via email. The PIPSA designated authorized resellers represent a limited number of our strategic who have clearly demonstrated the capabilities and the capacity required to service a contract of this size and scope within their respective areas of operation. Each of our proposed resellers have comprehensively reviewed all contract requirements and have affirmed both their willingness and capability to participate, as well as their commitment to ensure that the terms and conditions of the contract, and also meet the expectations of all the agencies are met with enthusiasm and superlative sales support, marketing, and execution performance. To further support order fulfillment by our designated authorized resellers, our channel distribution maintains a general stock of our products for standard configuration orders.</p> <p>PIPSA, as well as each of our designated Authorized Resellers collectively offer an extensive set of facilities and resources that will be utilized to fulfill this contract. In designating Authorized Resellers, each requisite function related to pre-sales, order, order fulfillment, and customer support are redundantly covered within the scope of operations that will be required to successfully fulfill the terms and intent of this award.</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.	PIPSA authorized reseller partners are required to participate in various I-Pro certification and training on an annual basis as part of our internal quality assurance management programs.	*
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>Panasonic i-Pro Sensing Solutions will be offered with the following categories and sub-categories:</p> <p>PIPSA Security Cameras - 25% off of MSRP PIPSA Security Camera Accessories - 25% off of MSRP PIPSA Security Camera Software & Services - 2% off of MSRP Arbitrator In-car video - 11% off of MSRP Arbitrator Body Worn Camera - 11% off of MSRP Arbitrator Software & Services - 2% off or MSRP</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	<p>Panasonic i-Pro products have a rich history of achieving industry firsts as well as numerous innovations and industry awards for distinguishing design and performance. Over the past five years, Panasonic is very proud our products and solutions were recognized with the following industry awards;</p> <ul style="list-style-type: none"> • Forbes Global Top Regarded Companies • Security & Fire Excellence Awards • GIT Security Award • Benchmark Magazine Innovation Award • Good Design Award • New Product of the Year Award • Physical Security Solution of the Year Award
19	What percentage of your sales are to the governmental sector in the past three years	Approximately, 50% or more of annual Panasonic i-Pro sales are to government entities.
20	What percentage of your sales are to the education sector in the past three years	And approximately 40% of annual Panasonic i-Pro sales are to k-12 / higher education institutions.
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?	Panasonic i-Pro Sensing Solutions Corporation of America does not hold any direct cooperative contracts at this time.
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Panasonic i-Pro Sensing Solutions Corporation of America does not hold any direct federal GSA contracts at this time

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 *
Office of Alan Rosen Harris County Pct. 1 Constable's Office	Aaron Harsha	832-927-1532
Texas Department of Public Safety Procurement & Contract Services	Emily Hovland, CTCD, CTCM	512-424-7347
Spring Branch Independent School District	Tony Whithorn	832-236-8409

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 *
Lewisville Independent School District	Education	Texas - TX	Security camera upgrade and replacement	average PO transaction was approximately \$15,000	1,131,589.95
State of Connecticut	Government	Connecticut - CT	In-car video and body worn camera project	average PO transaction was approximately \$1,000,000	3,169,079.80
Williamson County	Government	Texas - TX	In-car video and body worn camera project	average PO transaction was approximately \$800,000	1,950,887.29
Cherry Hill Township Board of Education	Education	New Jersey - NJ	Security camera upgrade and replacement	average PO transaction was approximately \$40,000	1,003,825.16
Lake County School District	Education	Florida - FL	Security camera upgrade and replacement	average PO transaction \$15,000	1,278,650.00

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.	Panasonic i-Pro Sensing Solutions Corporation of America (PIPSA) maintains a dedicated outside and inside sales team that will serve as the first level contacts for Sourcewell and its customers in collaboration with our designated authorized reseller partners. *
26	Dealer network or other distribution methods.	Panasonic i-Pro Sensing Solutions Corporation of America (PIPSA) also maintains a national channel distribution network with designated authorized resellers and/or dealers who have clearly demonstrated the capabilities and the capacity required to service a contract of this size and scope within their respective areas of operation. Each of our proposed authorized resellers have comprehensively reviewed all contract requirements and have affirmed both their willingness and capability to participate, as well as their commitment to ensure that the terms and conditions of the contract, and also meet the expectations of all the agencies are met with enthusiasm and superlative sales support, marketing, and execution performance. To further support order fulfillment by our designated authorized resellers, our channel distribution partners maintains a general stock of our products for standard configuration orders. *
27	Service force.	Panasonic i-Pro Sensing Solutions Corporation of America (PIPSA) maintains an engineering team and field service team that supports our nationwide certified i-Pro resellers in the successful delivery of services. *
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.	<p>Panasonic i-Pro Sensing Solutions Corporation of America (PIPSA) operates facilities and offices throughout the United States, with our corporate headquarters at 1701 Gold Road in Rolling Meadows, Illinois and our Operations/Service Center located at 7330 North Sam Houston Parkway W, Suite 300 in Houston, Texas. Specifics with respect to the allocation and location of labor sources for the following activities are described as follows:</p> <ul style="list-style-type: none"> Accounting and customer service functions are performed from our Operations and Service Center location in Houston, Texas. Inside and outside sales support functions across the proposed PIPSA products are performed within the United States by the representatives we have designated within our bid of the Sales Team Map. Implementation services and on-site repair are performed within the United States (as may be separately purchased) by PIPSA employees or our designated representatives. Technical call center services and warranty support for Sourcewell and its customers under this contract are by the PIPSA National Service Center located in Houston, Texas. Product shipping activities in support of this contract for Sourcewell and its customers are performed by our Operations and Service Center in Houston, Texas as well as our network of designated authorized resellers who are certified to provide technical support for the proposed products. The PIPSA National Service Center located in Houston, Texas is a facility exclusively dedicated to Panasonic i-Pro Sensing Solutions technical and warranty support throughout the United States. <p>Panasonic i-Pro Sensing Solutions Company of America Security Solutions Operations & Service Center 800 Gessner Rd#700 Houston, Texas 77024 Support Hours: Monday - Friday 7:00AM - 7:00PM CST Tel: 713-621-9779 Toll Free: 800-513-5417</p> <p>For After Hours Technical Support or to obtain service, call toll free: 877-743-2403</p> <p>For Remote Contact or to obtain service online, go to: https://www.security.us.panasonic.com/contact-us</p>
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	PIPSA can provide services and support through the United States. As a separate division for i- *

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?	PIPSA is glad to service eligible Sourcewell entities across government, education and non-profit sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Onsite service may be limited and/or shipping delays may occur based on remote geographical areas in Hawaii, Alaska or U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Panasonic i-Pro Sensing Solutions Corporation of America (PIPSA) is pleased to provide a contract marketing and support plan that is designed specifically for Sourcewell, a State of Minnesota local government agency an service cooperative and its participating members. This is an overview summary plan that we can further coordinate to provide additional components in working with our national sales team and our designated authorized reseller partners to continue to expand based on a successful award for this solicitation.</p> <p>The PIPSA sales and marketing teams in collaboration with our designated authorized reseller partners will compose & coordinate in the following marketing campaigns:</p> <ul style="list-style-type: none"> • Social media awareness campaign to direct customers to our web portal and contact us. • Call campaigns to reach out to customers to inform of the contract and current promotions. • Customer visits from our Area Sales Managers to evangelize the contract. • Reseller partners outbound program to their customers. • Webinars to educate & inform our resellers on how best to utilize the Sourcewell Contract. • Conference calls and webinars to inform customers on education on the value proposition of the Sourcewell Contract. • Participation in Advisory Councils with customers to promote Sourcewell Contract awareness. • Provide Demo units to Sourcewell Customers for no cost product evaluations, if applicable • Email campaign, blogs and social media engagement at the Panasonic Area Manager level • Ongoing telemarketing via authorized designated reseller partners • Case Studies with specific end user solutions <p>Participate in local and national trade shows (list below):</p> <ul style="list-style-type: none"> • State Technology Forums • Digital Government Summits • Government IT Symposiums • LEIM • CACP Annual Conference • National Sheriffs (NSA) • Police Security Expo (PSE) • Fire Chiefs Summit • CJIS Annual Training • Fire Rescue (FRI) • NIGP National Harbor • Urban Shield • COPSWEST • IACP 	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>PIPSA utilizes various social media sources to promote i-Pro product offerings, training webinars and enhance marketing such as -</p> <p>Facebook - https://www.facebook.com/IPRObyPanasonic/</p> <p>Twitter - https://twitter.com/iprobypanasonic</p> <p>Linkedin - https://www.linkedin.com/company/iprobypanasonic/</p>	*

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Should PIPSA be awarded a Sourcewell contract, we envision collaborating in joint promotion of the contract such as:</p> <ul style="list-style-type: none"> • Publishing Sourcewell on the PIPSA website • Link to our grants office efforts with the Sourcewell contract promotions <p>In addition, PIPSA would work closely with Sourcewell to obtain permission to create specialized flyers and brochures that promote the 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.	<p>As an OEM manufacturer, Panasonic i-Pro Sensing Solutions Corporation of America does not typically sell our products or services directly to our customers, rather through a distribution channel with i-Pro certified authorized resellers that offer the full range of products and services that will meet or exceed the requirements of the Sourcewell contract. Most of our designated authorized resellers offer comprehensive state-of-the-art online sales support, tracking, and reporting systems to support the contract that results from this solicitation. Our designated authorized reseller partner capabilities include the following e-commerce capabilities pursuant to streamline agency purchasing and provide end-users with an easy-to-use experience:</p> <ul style="list-style-type: none"> • The complete pre-sales support that easily identifies the PIPSA product category, specification, and price for every product included in the Sourcewell contract. • Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote. • Online ordering capability with the ability to remember multiple ship to locations. • Capability of reprinting invoices for orders placed online. • Service options, service agreement(s). • Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns. • Sales representatives for participating entities. • Purchase order tracking • Links to PIPSA grants office program • The ability to browse contract products and compare different models. <p>Participating members will have the opportunity to customize their own portal to view , place and track orders and also provide a full breath of reporting tools that include order history, pending order status and linking multiple accounts for different divisions or departments under a parent account.</p> <p>With regards to PIPSA's delivery commitment, while delivery times vary from project to project, delivery dates can be guaranteed with proper advanced project plans. Order fulfillment will be through our authorized reseller partners and distribution program. We will work together with the customer based on their specific needs. Standard configuration orders can be filled within 30 days for in-stock items. Our delivery days correspond to those available from major carriers (FedEx, UPS, DHL).</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Panasonic i-PRO Sensing Solutions Corporation of America (PIPSA) is a provider of comprehensive security systems, public safety solutions and medical imaging products, software and services. PIPSA designs, develops, and manufactures video technology for security, public safety, healthcare, utilities and commercial enterprise sectors, in addition to the solutions including system integration, construction, maintenance, and related services. By combining its superior imaging technologies with new AI-driven software and analytics solutions, Panasonic i-PRO Security Systems offers comprehensive, customizable solutions to meet the most diverse range of users' specific needs.</p> <p>PIPSA's portfolio of solutions overview:</p> <p>Intelligent Surveillance Solutions -</p> <ul style="list-style-type: none"> • Surveillance Cameras & Recorders • Surveillance Image Integration Software Platforms (VMS) • Image Recognition Solutions • Surveillance System Peripherals <p>Investigation & Evidence Management Solutions -</p> <ul style="list-style-type: none"> • Investigation Assist Solutions (Urban Surveillance, Facial Recognition, Vehicle Searches) • Proof Management Solutions (Body-Worn Cameras, In-Car-Video Systems, Proof Management Software) *North America Markets Only • Industry Solutions (Transportation Surveillance, Vehicle Surveillance) <p>Medical & Industrial Solutions -</p> <ul style="list-style-type: none"> • Operating Microscopes, Endoscope Cameras • Superfine Cameras (Medical/Industrial) • Near Infrared Cameras & Projector Integrated Operating Assist Unit • Industrial Cameras <p>Because PIPSA understands that no two projects are alike, we offer a variety of customized training programs and professional services that are project-based and support by a mutually approved Statement of Work (SOW). Extended warranties, software licensing, training, installation and professional services are optional costs provided with in each product category or sub-category as a per day cost. Annual software licensing and maintenance costs are provided under an annual subscription and tiered bundle structure based on the number of devices or number of users depending on the level or term of each specific project or as otherwise desired by the customer. Cost for optional warranty programs, software licensing, installation, and professional services are provide by SKU number with the PIPSA Price List that has been uploaded for this contract.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>As a leading security technology providers, PIPSA is heavily involved in the rapid development and deployment of new and emerging technology for safe schools, connected highways, smart cities with world-class AI security solutions that are supported by Panasonic's unique "video capturing x sensing" technology for a safer world. These new and emerging application solutions include facial recognition, intelligent video motion detection, vehicle incident detection, vehicle search and unified evidence management for law enforcement, education, government and public transportation.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>For ongoing green initiatives, PIPSA utilizes Panasonic's Recycling Programs that are publicly available online at:</p> <p>http://www.panasonic.com/environmental/recycling-electronic.asp</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>From an industry conformance perspective, EPEAT and Energy Star certification are generally limited to certain categories such as servers, computers and displays, imaging equipment, mobile phones and tvs. Panasonic i-Pro Sensing Solutions Corporation of America is deeply committed to environmental protection and is committed to helping government and commercial customers identify products and solutions which are designed to reduce their environmental impact. Our goal is to continue to strive to improve the energy efficiency of our products that can obtain EPEAT or Energy Star certification depending on the various categories or sub-categories of our security products.</p>
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Various i-Pro authorized resellers can meet WMBE or SBE status, which will provide and maintain such certifications for term of the Sourcewell contract as following:</p> <ul style="list-style-type: none"> • Sigma Surveillance inc. dba STS360 - State of Texas HUB Certification (Woman-Owned) • GTS Technology Solutions, Inc - State of Texas HUB Certification (Woman-Owned) • SHI Government Solutions, Inc - State of Texas HUB Certification (Woman-Owned)

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 Panasonic i-Pro brand is built on a legacy of reliability and performance. Unlike the market place who focus is lesser quality products that fail more often , PIPSA remains committed to quality manufacturing the most reliability and durable security products in the world that will sustain mission critical operations in the most demanding environments. Beyond the high quality of products, PIPSA also reinvests in research and development to keep pace with new and emerging technologies to improve government and education so advancements in i-Pro security cameras and solutions can be applied in different usage situations. Panasonic Security Solutions constantly endeavor to ensure that our products are packed with the latest, most innovative technologies to ensure that our customers and their businesses are able to achieve maximum benefit from their IP security / surveillance camera systems. We understand that every industry has its unique challenges and that finding the right solution for your needs is an important decision. PIPSA provides an end-to-end security solution for the following industries.</p> <ul style="list-style-type: none"> • Retail / Point-of-Sales • Public Transportation • City Surveillance • Logistics & Warehousing Inventory • K-12 / Higher Education • Healthcare • Government • Public Safety • Stadium & Special Venue 	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Panasonic i-Po Sensing Corporation of America is glad to consider selling our products and services to Sourcewell member agencies in Canada through Panasonic Canada as a designated authorized reseller partner, if applicable.	*

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?	Yes, Panasonic i-Pro Sensing Solutions Corporation of America offers a standard limited warranty in the USA to repair or exchange a product in the event of a defect in materials or workmanship in accordance with our warranty program posted at - https://www.security.us.panasonic.com/warranty	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	This warranty covers failures due to defects in materials or workmanship which occur during normal use. It does not cover damage which occurs in shipment or failures which are caused by products not supplied by Panasonic or failures which result from alteration, accident, misuse, abuse, neglect, faulty installation, maladjustment of user controls, improper maintenance, modification or service by anyone other than an Authorized Panasonic Security Systems/Vision Systems Service center, or damage that is attributable to acts of God.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No - the standard warranty is limited to the repair or replacement. Onsite service plans are offered as optional professional service SKU's contained in the Price List offered.	*
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?	Yes, there are remote regions in the United States, U.S. Territories and Canada that may not be supported by onsite service. For remote regions that can not be serviced by a certified technician, i-Pro products are backed by a Priority Shipping Program that would provide overnight ship and return shipping at no cost to the customer for any in-warranty RMA service request.	*
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?	Panasonic i-Pro warranty programs do not cover 3rd party products. Any 3rd party products are covered by the warranty provide by the respective OEM manufacturer.	*
48	What are your proposed exchange and return programs and policies?	All i-Pro products proposed for the Sourcewell contract come standard with a Priority Advanced Exchange Program which provides advanced replacement units shipped the same day with overnight delivery on the rare occasion a product might fail.	*
49	Describe any service contract options for the items included in your proposal.	The proposed Panasonic I-Pro products and Arbitrator products offer optional enhance professional services for IT consulting, training and onsite technical support which are included in the Price List submitted to Sourcewell.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Panasonic I-Pro Sensing Solutions Corporation of America will utilize designated authorized resellers for order processing, billing and payments. Typically, PIPSA resellers offer net 30 day payment terms to Sourcewell members.
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?	Yes, Panasonic I-Pro Sensing Solutions is glad to provide leasing and financing through various 3rd party lending institutions to Sourcewell members.
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.	<p>As notated in the Panasonic i-Pro Sensing Solutions Corporation of America marketing and support plan, we will provide a list of authorized designated resellers who accept orders online, by telephone, through fax or via email. In general, PIPSA's designated authorized resellers offer easy-to-use e-procurement methods that support order fulfillment, billing and payment such as:</p> <ul style="list-style-type: none"> • Customer-specific Catalogs • Advanced / Speed and Browse Search (can be specific to custom catalogs) • On-line Ordering • Real-time Pricing • On-line / Work Flow Approval Process • Electronic Invoicing and Payment <p>Each of PIPSA's designated authorized resellers also provide various forms of comprehensive data-base driven report generation and customization capabilities such as:</p> <ul style="list-style-type: none"> • Order Tracking/History • Invoice history • Account balance • Software licensing information <p>This enables PIPSA's ability to ensure timely submission of quarterly reporting to Sourcewell as described in the contract template.</p>
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?	Most of PIPSA authorized resellers accept Sourcewell member payments via credit or procurement cards through all of these ordering methodologies. Cards accepted are typically: Visa, MasterCard, American Express, Discover and agency procurement cards when applicable.

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.	Panasonic i-Pro Sensing Solutions Corporation of America (PIPSA) is pleased to offer product-category and sub-categories discounts for the Sourcewell contract. Please see the Itemized Price PIPSA 12-27-19 and the MSRP Price List 2020 that have been uploaded in the document attachments section of this response.
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.	Security Cameras - 25% off of MSRP Security Camera Accessories - 25% off of MSRP Security Camera Software & Services - 2% off of MSRP Arbitrator In-car video - 11% off of MSRP Arbitrator Body Worn Camera - 11% off of MSRP Arbitrator Software & Services - 2% off of MSRP
56	Describe any quantity or volume discounts or rebate programs that you offer.	Arbitrator and Body Worn Camera Hardware 100-300 Units 0.50% Arbitrator and Body Worn Camera Hardware 300 or More Order 1.00% Security Camera Hardware 100 or More Units Per Order 1.00%
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.	Quotes will be provided by a PIPSA designated authorized reseller to facilitate the method of ordering the proposed products with the appropriate discount off of MSRP for each SKU as notated on the Itemized Price List uploaded for PIPSA products.
58	Identify any element of the total cost of acquisition that is NOT like pre-delivery inspection, installation, set up, mandatory training	Standard FOB shipping costs are included in the Itemized Price List for PIPSA products. Implementation and deployment costs such as training, configuration and support are separate costs and made available as optional SKUs as notated on the Itemized Price List uploaded for PIPSA products.
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Product shipping activities in support of this contract for Sourcewell and its customers are performed by our Operations and Service Center in Houston, Texas as well as our network of designated authorized resellers who are certified to provide technical support for the proposed products.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Standard shipping is included in the discounted price based on the delivery schedules provide from available from major carriers (FedEx, UPS, DHL) to Alaska, Hawaii, Canada or U.S. territories, as applicable.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Panasonic i-Pro Sensing Solutions Corporation of America (PIPSA) operates facilities and offices throughout the United States, with our corporate headquarters at 1701 Gold Road in Rolling Meadows, Illinois and our Operations/Service Center located at 7330 North Sam Houston Parkway W, Suite 300 in Houston, Texas. PIPSA, as well as each of our designated authorized resellers collectively offer an extensive set of facilities and resources that will be utilized to fulfill this contract. Our channel distribution and reseller network provides assurances of our capabilities to deliver PIPSA i-Pro and Arbitrator solutions, products and services nationwide to Sourcewell and its members.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

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.	PIPSA designated contract manager will oversee and manage the Sourcewell contract for first-level self auditing and ongoing compliance which includes overseeing authorized reseller reporting monitoring and verification that i-Pro authorized reseller partners have paid their admin fee payments to Sourcewell in a timely manner.
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.)	Based on the industry standards and our review of other State contracts, PIPSA proposes a .75% administrative fee to be paid by our designated authorized resellers to Sourcewell in the event we are awarded a contract. We are certainly glad to further discuss the appropriate admin fee % with Sourcewell at the time of award.

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.	<p>PIPSA will have a dedicated Sourcewell contract manager that keeps a YTD and YoY sales tracking report to monitor the performance and success of the contract. Example KPI metrics that would be tracked include:</p> <ul style="list-style-type: none"> • Sales By Agency/State/Sector • Sales By Product Category • Sales by Reseller/Distributor • Total Sales By Month/Quarterly/Annual <p>Other KPIs as identified would be easy to expand for tracking and monitoring the Sourcewell contract.</p>

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>Key benefits and feature of the Panasonic i-Pro products include:</p> <p>Smart Coding Technology - an in-camera surveillance technology that reduces bandwidth usage up to 75% without sacrificing video quality. It delivers the resolution and frame rates you demand, while substantially lowering storage and networking costs. And it's fully H.264 compliant.</p> <p>True 4K Cameras - Panasonic's True 4K cameras utilize our new 4K ULTRA HD engine featuring a sensitive, 12MP 4K imager that delivers both crisp, high-resolution images and outstanding low-light performance of less than 0.3 lux in color. Coupled to a purpose-built 6X zoom optical system, True 4K lenses are custom designed to pass the full optical bandwidth needed to produce exemplary 4K class images delivering highly consistent sharpness across the entire frame. Panasonic's new True 4K Cameras set the benchmark for image quality in 4K surveillance.</p> <p>i-Pro Extreme - Extreme fusion of Panasonic unique video & sensor technology, adding with high anti-environment stability and self recognition/analysis capabilities, realize INCIDENTS much quicker, easier and with higher accuracy. End-to-end solutions with embedded Panasonic black-box technology enables flexible and scalable customized product solutions for high-demanding customers.</p> <p>Edge Recording Innovation – built-in SDXC memory card slot on most i-Pro cameras for more edge recording capacity (pre-event buffering) and redundant archival reliability.</p> <p>144dB EXTREME Super Dynamic - High performance face detection technology in the camera combined with new 144dB enhanced SD capabilities, automatically enables clear identification of a person's face, even in very dynamic scenes or heavily backlit conditions for optimal face recognition and evidence capture.</p> <p>Video Insight 7 (VI7) - The New Video Insight 7 is our biggest release ever. VI7 offers the most comprehensive list of features, clients, and tools that are all included in the cost of its straightforward licensing. Enterprise VMS Client that allows centralized IP camera viewing and management from any server:</p> <ul style="list-style-type: none"> • Quick-view live and recorded video from any camera • Easy to use, intuitive video management software • Support for 4100+ IP camera models from 150+ manufacturers • Full H.265 support • Hardware acceleration support • Integrated Access Control • ROI (Region of Interest) Motion Searching
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<p>67</p>	<p>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>	<p>PIPSA roadmap development constantly strives to ensure that our products are packed with the latest, most innovative technologies. Some of the unique features offered in many of the proposed i-Pro cameras include:</p> <p>Clearsight - application of rain-wash coating to the dome cover provides clearer visibility, allowing good security to be maintained even when the camera is installed in an environment subject to rain or water splashing.</p> <p>Secure Communication - With security attacks on the network infrastructure increasing, PIPSA has developed a series of secure technologies for the protection of data in its video surveillance solutions. The Secure Communication feature protects against spoofing (false data), video tampering and altering (changing images) and snooping (stealing passwords) by protecting IP surveillance communications.</p> <p>Color Night Vision - transforms a standard 1/3 inch sensor camera into an effective low-light capable camera enabling it to produce a very high-quality color image-even in the most challenging lighting conditions.</p> <p>Intelligent Auto Mode - Advanced image stabilization steadies the camera to prevent blurred images and intelligent sensitivity enables the camera to automatically adjust gain and shutter speed to adapt to the brightness and object movement in a scene.</p> <p>With regards to public safety mobile video capture solutions for law enforcement, PIPSA also designed, developed and manufactures the Arbitrator 360 HD in-car video system, the Arbitrator BWC camera and the Unified Evidence Management system.</p> <p>Arbitrator 360 HD in-car video system - Arbitrator 360° HD covers every angle of a police vehicle in crystal clear 1080P HD video. Additional sensors capture vehicle speed, light-bar status, g-forces, doors opening, weapons lock releases and more — all of which can be set to trigger recording.</p> <p>Arbitrator BWC camera - The latest update in Panasonic body worn cameras delivers a 12-hour, full-shift battery, improved optics and a more rugged design that can go for a 30-minute swim and emerge unscathed.</p> <p>Unified Evidence Management System - The Unified Digital Evidence system puts compliance and evidence documentation on autopilot. What triggers cameras to record, who can view and edit files, when files move to deep storage — the system lets you turn your policies into operating rules that automatically enforce compliance.</p>
<p>68</p>	<p>Describe the training, set-up and installation process.</p>	<p>As an OEM manufacturer, PIPSA's technical field engineers and services team will coordinate closely with our designated authorized resellers to identify the technical support for training, deployment and installation requirements that are unique to this contract; identify collateral materials and electronic materials requirements for customer education; and provide assistance with training as may be required or requested from each of our authorized resellers for their locations and sales personnel nationally.</p> <p>In collaboration with our designated authorized reseller partners, PIPSA can cover all aspects associated with hardware/software deployment, installation, training, project management, service concerns and post-deployment support. Our extensive experience in this area can provide a customer a piece of mind knowing that their Panasonic i-Pro solution will give them maximum uptime and a reliable solution to keep their communities safe. PIPSA's nationwide team of certified installers leverage their extensive product specialization and industry knowledge to deliver meticulous and timely service. With years of experience and thousands of deployments under their belt, our certified technicians can help build innovative ways to implement and use our products as part of an overall robust, supportable, serviceable solution. This helps to simplify installation planning and management, maximize worker productivity, and ensure easy serviceability. Customized installations solutions Include:</p> <ul style="list-style-type: none"> • Mobile solution consulting • Custom hardware solution designs • Custom mounting solutions • Project and site coordination management • Installation design and engineering • Vehicle certification • Upgrades, de-installs and re-installs <p>Understanding that no two organizations or departments are the same, our team of experts will work with each Sourcewell customer to develop the ideal training, deployment and installation solution that is designed to fit the customer's unique requirements and goals.</p>

69	Describe the data storage, analysis, and management features and functionality as it relates to your products.	Panasonic i-Pro cameras and Arbitrator in-car video systems or Arbitrator BWC cameras are all designed for edge storage on the devices with built-in SD or via a compatible network video recorder (NVR) for data storage. However, for more complex deployments and long-term archival of data, PIPSA solutions are agnostic and offer compatibility to various storage systems such as local on-premise servers, DAS, SAN, NAS or cloud storage. System administrators can define multiple libraries, the physical location of the storage for each library which can be combination of local storage and cloud storage.	*
70	Describe the availability of mobile applications and mobile access for the solutions included in your proposal?	For mobile access, most of Panasonic i-Pro cameras or NVRs and Arbitrator in-car video systems or Arbitrator BWC cameras offer mobile smartphone apps (Android & iOS) or Microsoft Windows client applications for remote viewing of recordings and metadata such as time, location, and camera number or unit number and GPS data.	*
71	Describe your upgrade policies for hardware and software products.	<p>PIPSA i-Pro solutions software and firmware updates and associated support are generally included during the warranty period and/or as long as annual licensing subscriptions are renewed by the customer.</p> <p>With respect to PIPSA Arbitrator solutions, for local server deployments, Arbitrator Unified Evidence Management software licensing is provided under annual renewal based on a per-server cost and tiered BWC or ICV license bundle. And for the hosted/cloud storage solution, Arbitrator Unified Evidence Management software licensing is provided under annual renewal based on a per-device cost and tiered BWC or ICV license bundle based on the number of BWC cameras or ICV systems.</p> <p>Arbitrator Product Management and Engineering generally provides semi-annual major releases and quarterly minor releases. Any software bugs and issues which require hot-fixes are deployed monthly or as needed based on severity and critical nature of the problem.</p>	*
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.	<p>Because every device with an IP address is potentially vulnerable to cyber threats, Par papers/paper/secure-communication-i-pro-</p> <p>Panasonic i-Pro cameras were some of the first in the world to provide products where a secret key and digital certificate are preinstalled, starting with some cameras (as of April 2016, surveyed by Panasonic). This work is done in a strictly controlled factory, and the certificate authority issuing (signing) certificates is controlled by a world-famous security vendor with a high level of security.</p> <p>And since Arbitrator solutions are purpose-built for law enforcement, the Arbitrator 360 in-car video system, the Arbitrator BWC camera and the Unified Evidence Management system were designed to meet CJIS data security standards. Both Arbitrator in-car video system and Arbitrator BWC camera recordings are all encoded, hashed and encrypted using a Panasonic proprietary encryption method at the time of recording and with stored with the device. The Unified Digital Evidence system incorporates FIPS-180-4 Secure Hash Standard and FIP-140-2 Cryptography modules which both provide CJIS compliancy for securing and encrypting data in the device, during transmission and data at rest to comply with federal, state and local evidence retention laws or policies.</p> <p>For cloud storage, Arbitrator solutions utilizes Microsoft Government Cloud Storage which meets the CJIS requirements for federal, state and local governments.</p>	*

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

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - DUNS-PIPSA.pdf - Friday December 27, 2019 08:44:21
 - [Marketing Plan/Samples](#) - PIPSA_Sourcewell_ContractMarketingSupportPlan rev2 12-27-19.pdf - Friday December 27, 2019 12:19:32
 - [WMBE/MBE/SBE or Related Certificates](#) - GTS HUB Certificate exp 2.26.23.pdf - Thursday January 02, 2020 12:05:47
 - [Warranty Information](#) - PIPSA_iProLimitedWarranty rev2 2019.pdf - Friday December 27, 2019 12:17:34
 - [Pricing](#) - Itemized Price Sheet- Panasonic i-PRO Sensing Solutions Corporation Final 1_2_2019.xlsx - Thursday January 02, 2020 15:00:16
 - [Additional Document](#) - STS360 HUB Certificate 2020.pdf - Monday January 06, 2020 14:38:31

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. - William Brennan, Vice President of Sales & Marketing, Panasonic i-Pro Sensing Solutions Corporation of North America

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
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"/>	--

**AMENDMENT #1
TO
CONTRACT # 010720-PAN**

THIS AMENDMENT #1 (“Amendment”) is to that certain Contract (“Contract”) with an Effective Date of February 21, 2020, is effective upon the date of the last signature below by and between **Sourcewell** and **Panasonic i-PRO Sensing Solutions Corporation of America** (“Panasonic”).

WHEREAS, Sourcewell awarded a contract to Panasonic to provide Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories, to Sourcewell and its Participating Entities, effective February 21, 2020, through February 21, 2024;

WHEREAS, Panasonic notified Sourcewell that on April 1, 2022, Panasonic will change its company name to i-PRO Americas Inc. (i-PRO); and

WHEREAS, Panasonic notified Sourcewell that on April 1, 2022, Panasonic will change its principal place of business to its Houston location.

NOW THEREFORE, in consideration for the mutual covenants and conditioned contained here this Amendment, and intending to be legally bound, Sourcewell and Panasonic agree as follows:

1. All references in the Contract to “Panasonic i-PRO Sensing Solutions Corporation of America” will be changed to “i-PRO Americas Inc.
2. Paragraph 1 of the Contract is amended to change Panasonic’s principal place of business to 8550 Fallbrook Drive, Suite 200, Houston, Texas 77064.
3. In the event of a conflict between the terms of the Contract and this Amendment, the terms of this Amendment shall govern. Other than as provided in this Amendment, any and all terms of the Contract remain in full force and effect.
4. The effective date of this Amendment is April 1, 2022 (the “Amendment Date”).

The parties have executed this Amendment in multiple originals on the respective dates set forth below, but this Amendment shall be effective as of the Amendment Date for all purposes.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 3/18/2022 | 3:44 PM CDT

i-PRO Americas Inc.

DocuSigned by:
By: William Brennan
0BF1FC1931CD4E0...
William Brennan, President

Date: 3/18/2022 | 2:52 PM CDT

Approved:

DocuSigned by:
By: Chad Coquette
7E42B8F817A64CC...
Chad Coquette, Executive Director/CEO

Date: 3/18/2022 | 4:02 PM CDT