

State of Utah Cooperative Contract

**PARTICIPATING ADDENDUM**

**SCHOOL SAFETY, PUBLIC SAFETY, AND EMERGENCY PREPAREDNESS**

State of Utah Contract #: PA4874

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Master Agreement #: 080922-SAF

Contractor: Safeware Inc.

Participating Entity: **STATE OF UTAH**

Participating Entity Contract #PA4874

**Participating Addendum Terms and Conditions:**

1. Scope: This addendum covers School Safety, Public Safety, and Emergency Preparedness led by Sourcewell for use by state agencies and other entities located in the State of Utah authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. An amendment to this PA is not required when offerings are adjusted in the Master Agreement, so long as all additions remain within the master agreement's original scope.
2. Pricing: The pricing and rates from the Master Agreement shall flow down to this PA. An amendment to this PA is not required when pricing in the Master Agreement is adjusted / updated.
3. Administrative Fee: One (1) percent (1%) and will apply per Section 35 of Attachment A.
4. Contract Effective Dates: This PA is effective upon final signature of both parties, and expires upon the expiration or termination of the Sourcewell Contract. A contract amendment is not necessary in the event of the renewal or extension of the Master Agreement, so long as such renewal/extension was originally provided within the solicitation supporting the master agreement.
5. Order of Precedence:  
Attachment A: Terms and Conditions for Goods and Services  
Attachment B: Master Agreement  
**Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.**  
  
All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.  
  
Utah State Procurement Code, Procurement Rules, and Contractor's response to solicitation #RFP080922.
6. Participation: This Sourcewell Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Utah. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
7. Subcontractors: All contactors, dealers, and resellers authorized in the State of Utah, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the Sourcewell Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
8. Orders: Any order placed by an Eligible User for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

## State of Utah Cooperative Contract

**PARTICIPATING ADDENDUM****SCHOOL SAFETY, PUBLIC SAFETY, AND EMERGENCY PREPAREDNESS**

State of Utah Contract #: PA4874

9. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

|                  |                           |
|------------------|---------------------------|
| Name:            | Safeware Inc.: Tom Grasso |
| Address:         | 4403 Forbes Blvd          |
| Telephone:       | Lanham, MD 20706          |
| Email:           | tgrasso@safewareinc.com   |
| Vendor Number:   | VC207263                  |
| Commodity Codes: | 34501                     |

State of Utah Division of Purchasing

|            |  |
|------------|--|
| Name:      | State of Utah, Division of Purchasing, Ryan Reeder     |
| Address:   | 4315 South 2700 West Fl 3, Taylorsville, UT 84129-2128 |
| Telephone: | 801-957-7142   |
| Email:     | rreeder@utah.gov                                       |

## 10. ADDITIONAL TERMS AND CONDITIONS

The following terms and conditions will apply to this participating addendum.

**ATTACHMENT A: STATE OF UTAH COOPERATIVE STANDARD TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES**

1. **DEFINITIONS**: The following terms shall have the meanings set forth below:
- "Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, and personal data as defined in Utah Code 63A-19-101. The Eligible User reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
  - "Contract"** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
  - "Contract Signature Page(s)"** means the State of Utah cover page(s) that the Division and Contractor signed.
  - "Contractor"** means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
  - "Custom Deliverable"** means the Work Product that Contractor is required to deliver to the Eligible User under this Contract.
  - "Division"** means the Division of Purchasing and General Services.
  - "Eligible User(s)"** means those authorized to use State Cooperative Contracts and includes the State of Utah's government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
  - "End User Agreement"** means any agreement that Eligible Users are required to sign in order to participate in this Contract, including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.
  - "Goods"** means all types of tangible personal property, including but not limited to materials, supplies, Custom Deliverable, and equipment that Contractor is required to deliver to the State Entity under this Contract.
  - "Procurement Item"** means Goods, a supply, Services, Custom Deliverable, construction, or technology that Contractor is required to deliver to the Eligible User under this Contract.

State of Utah Cooperative Contract

**PARTICIPATING ADDENDUM**

**SCHOOL SAFETY, PUBLIC SAFETY, AND EMERGENCY PREPAREDNESS**

State of Utah Contract #: PA4874

k. **"Response"** means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the Solicitation.

l. **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.

m. **"Solicitation"** means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.

n. **"State of Utah"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.

o. **"Subcontractors"** means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.

p. **"Work Product"** means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the Eligible User. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Eligible User intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third-Party intellectual property.

2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.

4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.

5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.

6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.

a. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

b. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the

State of Utah Cooperative Contract

**PARTICIPATING ADDENDUM**

**SCHOOL SAFETY, PUBLIC SAFETY, AND EMERGENCY PREPAREDNESS**

State of Utah Contract #: PA4874

work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

c. Contractor's failure to comply with this section will be considered a material breach of this Contract.

7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Division or the State of Utah, unless disclosure has been made to the Division.
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the Division or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the Eligible Users under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
10. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, the Eligible Users and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of an Eligible User. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees. Contractor agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the Division, upon thirty (30) days written termination notice being given to the Contractor. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the Eligible Users be liable to the Contractor for compensation for any Procurement Item neither requested nor accepted by an Eligible User. In no event shall the Division's exercise of its right to terminate this

State of Utah Cooperative Contract

**PARTICIPATING ADDENDUM**

**SCHOOL SAFETY, PUBLIC SAFETY, AND EMERGENCY PREPAREDNESS**

State of Utah Contract #: PA4874

Contract for convenience relieve the Contractor of any liability to the Eligible Users for any damages or claims arising under this Contract.

15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, a purchase order that results from this Contract may be terminated in whole or in part at the sole discretion of an Eligible User, if an Eligible User reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects an Eligible User's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, an Eligible User will reimburse Contractor for the Procurement Item(s) properly ordered and/or properly performed until the effective date of said notice. An Eligible User will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from an Eligible User's funds and used in the exercise of an Eligible Users essential functions. Upon request, an Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request an Eligible User's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to an Eligible User under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to an Eligible User under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to the Eligible User within ten (10) days of any written notification informing Contractor of the Procurement Items not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies an Eligible User may otherwise have under this Contract.

18. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:

- a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
- b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
- c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of the Procurement Item(s) under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
- d. Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence.

## State of Utah Cooperative Contract

**PARTICIPATING ADDENDUM****SCHOOL SAFETY, PUBLIC SAFETY, AND EMERGENCY PREPAREDNESS**

State of Utah Contract #: PA4874

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

**19. RESERVED.**

20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the Division, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The Division, the Eligible Users, and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
21. **DELIVERY:** All deliveries under this Contract will be F.O.B. Destination Freight Prepaid and Allowed, unless specifically negotiated otherwise and explicitly written in this contract, with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to an Eligible User, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
22. **ACCEPTANCE AND REJECTION:** An Eligible User shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the Eligible User.
- If Contractor delivers nonconforming Procurement Item(s), an Eligible User may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the Eligible User to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
23. **INVOICING:** Contractor will submit invoices within thirty (30) days after the delivery date of the Procurement Item(s) to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a discount at the time of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.
24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by an Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act, as amended. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Eligible User from all claims and all liability to the Contractor. An Eligible User's payment for the Procurement Item(s) and/or shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the Eligible User may have against Contractor. Contractor shall not charge Eligible Users electronic payment fees of any kind.
25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the Division, the Eligible Users, and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the Division, the Eligible User, or the State of Utah for infringement of a third-party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Division, the Eligible User, and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other,

State of Utah Cooperative Contract

**PARTICIPATING ADDENDUM**

**SCHOOL SAFETY, PUBLIC SAFETY, AND EMERGENCY PREPAREDNESS**

State of Utah Contract #: PA4874

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unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the Eligible User.

27. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the Eligible User, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the Eligible User and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the Eligible User, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the Eligible User any and all copyrights in and to the Custom Deliverables, subject to the following:

1. Contractor has received payment for the Custom Deliverables,
2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the Procurement Item(s) performed under this contract ("Background IP"), and
3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the Procurement Item(s), or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Procurement Item(s) (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Procurement Item(s) or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the Eligible User (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.
4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the Eligible User.

Contractor agrees to grant to the Eligible User a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the Eligible User and the State of Utah to use the Custom Deliverables. The Eligible User reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the Eligible User's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the Eligible User a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the Eligible User's and the State of Utah's internal business operation under this Contract. The Eligible User and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the Division.
29. **REMEDIES:** Any of the following events will constitute cause for an Eligible User to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. An Eligible User may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, an Eligible User may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the Division; or (v) demand a full refund of any payment that the Eligible User has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.
30. **FORCE MAJEURE:** Neither an Eligible User nor Contractor will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. An Eligible User may terminate a purchase

State of Utah Cooperative Contract

**PARTICIPATING ADDENDUM**

**SCHOOL SAFETY, PUBLIC SAFETY, AND EMERGENCY PREPAREDNESS**

State of Utah Contract #: PA4874

order resulting from this Contract after determining such delay will prevent Contractor's successful performance of this Contract.

31. **CONFIDENTIALITY:** If Contractor has access to or processes Confidential Information, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) comply with any requirements contained in the contract regarding permitted uses and disclosures of personal data, measures designed to safeguard personal data, and the destruction of personal data. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information, including any data breaches, in accordance with UCA 63A-19 Government Data Privacy Act. In Accordance with UCA 63A-19, Contractor must comply with all the same requirements regarding personal data as the State.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the Eligible User, including anyone for whom the Eligible User is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the Eligible User or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
33. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Procurement Items based upon the same terms, conditions, and prices of this Contract.
34. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Procurement Items from this Contract will be treated as individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.

35. **REPORTS AND FEES:**

- a. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, Attn: Cooperative Contracts, PO Box 141061, Salt Lake City, UT 84114-1061. The Administrative Fee will be the amount listed in the Solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.
- b. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor..>
- c. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:
- |              |             |
|--------------|-------------|
| Period End   | Reports Due |
| March 31     | April 30    |
| June 30      | July 31     |
| September 30 | October 31  |
| December 31  | January 31  |
- d. **Fee Payment:** After the Division receives the quarterly utilization report, it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.

State of Utah Cooperative Contract

**PARTICIPATING ADDENDUM**

**SCHOOL SAFETY, PUBLIC SAFETY, AND EMERGENCY PREPAREDNESS**

State of Utah Contract #: PA4874

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e. Timely Reports and Fees: If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.

36. **ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.
37. **END USER AGREEMENTS:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract as an attachment.. An End User Agreement must reference this Contract, and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.
38. **PUBLICITY:** Contractor shall submit to the Division for written approval all advertising and publicity matters relating to this Contract. It is within the Division's sole discretion whether to provide approval, which approval must be in writing.
39. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on the premises of an Eligible User shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The Eligible User may remove any individual for a violation hereunder.
40. **CONTRACT INFORMATION:** During the duration of this Contract the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.
41. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
42. **SUSPENSION OF WORK:** Should circumstances arise which would cause an Eligible User to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the Eligible User.
43. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any Procurement Item(s), supplies, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such Procurement Item(s) supplies,, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
44. **CHANGES IN SCOPE:** Any changes in the scope of the Procurement Item(s) to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of the Procurement Item(s).
45. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
46. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation All travel costs associated with the delivery of the Procurement Item(s) under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to the vendor for correction.
47. **PERFORMANCE EVALUATION:** The Division may conduct a performance evaluation of Contractor, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
48. **STANDARD OF CARE:** The Procurement Item(s) performed by Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having regular experience providing similar Procurement Item(s) which similarities include the type, magnitude, and complexity of the Procurement Item(s) that are the subject of this Contract. Contractor shall be liable to the Eligible User for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

State of Utah Cooperative Contract

**PARTICIPATING ADDENDUM**

**SCHOOL SAFETY, PUBLIC SAFETY, AND EMERGENCY PREPAREDNESS**

State of Utah Contract #: PA4874

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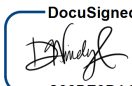

49. **REVIEWS:** The Division reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Procurement Item(s) of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
50. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division or an Eligible User, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division or an Eligible User appoints such an expert or panel, the Division or the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
51. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of an Eligible User, the Division, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
52. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eligible Users' right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
53. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
54. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the Division of any errors and/or omissions that are discovered.
55. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
56. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.
57. **TIME IS OF THE ESSENCE:** Procurement Item(s) shall be completed by any applicable deadline stated in this Contract. For all Procurement Item(s), time is of the essence. Contractor shall be liable for all reasonable damages to the Eligible User and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Procurement Item(s) required under this Contract.
58. **QUANTITY ESTIMATES:** The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.
59. **LOCAL WAREHOUSE AND DISTRIBUTION:** If required under the Solicitation, Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice.
60. **Restricted Foreign Entities and Forced Labor:** In accordance with Utah law, Contractors contracting with the State certify that they are not providing a "forced labor product" as defined in Utah Code 63G-6a-121. If the Contractor is providing technology or technology services, networks, or systems, the Contractor certifies that the aforementioned does not come from a "restricted foreign entity," as also defined in UCA 63G-6a-121.

(Revision Date: 9/16/2024)

State of Utah Cooperative Contract  
**PARTICIPATING ADDENDUM**  
**SCHOOL SAFETY, PUBLIC SAFETY, AND EMERGENCY PREPAREDNESS**  
State of Utah Contract #: PA4874

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

|  |   |
|--|---|
| Participating Entity: State of Utah  | Contractor: Safeware Inc.   |
| Signature: <div>DocuSigned by:<br/></div> | Signature: <div>DocuSigned by:<br/></div> |
| Name: Windy Aphayrath  | Name: Mary Pelfrey  |
| Title: Chief Procurement Officer   | Title: CHRO and Company Secretary   |
| Date: 5/1/2025   | Date: 5/1/2025  |

**Solicitation Number: RFP #080922****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Safeware, Inc., 4403 Forbes Blvd., Lanham, MD 20706 (Supplier).

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

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

**1. TERM OF CONTRACT**

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

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

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

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

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

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

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

### **3. PRICING**

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

- Maintenance and management of this Contract;

- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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

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

## **11. INDEMNITY AND HOLD HARMLESS**

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

## **12. GOVERNMENT DATA PRACTICES**

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

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

### **A. INTELLECTUAL PROPERTY**

#### **1. *Grant of License.*** During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

#### **2. *Limited Right of Sublicense.*** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

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

**3. *Use; Quality Control.***

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

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

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

## 15. FORCE MAJEURE

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

## 16. SEVERABILITY

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

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. 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 Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

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

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

## **19. COMPLIANCE**

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

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

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

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

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

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

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

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

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

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

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

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

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

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

## **22. CANCELLATION**

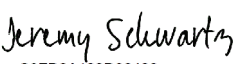
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

080922-SAF

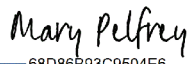
Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Safeware, Inc.


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

Date: 10/11/2022 | 11:24 AM CDT

DocuSigned by:  
  
By: 68D86B93C9504E6...  
Mary Pelfrey  
Title: Vice President, Government Contracts and HR

Date: 10/11/2022 | 11:49 AM CDT

Approved:

DocuSigned by:  
  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO

Date: 10/14/2022 | 10:44 AM CDT

# RFP 080922 - Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions

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## Vendor Details

Company Name: Safeware, Inc.  
Address: 4403 Forbes Blvd  
Lanham, Maryland 20706  
Contact: Mary Pelfrey  
Email: mpelfrey@safewareinc.com  
Phone: 301-683-1212 1815  
HST#: 52-1152883

## Submission Details

Created On: Wednesday June 22, 2022 08:53:30  
Submitted On: Tuesday August 09, 2022 08:34:09  
Submitted By: Mary Pelfrey  
Email: mpelfrey@safewareinc.com  
Transaction #: 9736f2aa-38df-4b8b-9504-49ef7367f7e9  
Submitter's IP Address: 70.237.73.210

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

| Line Item | Question   | Response *  |   |
|-----------|--|---|---|
| 1         | Proposer Legal Name (one legal entity only):<br>(In the event of award, will execute the resulting contract as "Supplier")   | Safeware, Inc.  | * |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.  | Not Applicable  | * |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.   | Not Applicable  | * |
| 4         | Provide your CAGE code or Unique Entity Identifier (SAM):  | CAGE Code: 1DCA7, UEI: JRVNJLXMZN64   | * |
| 5         | Proposer Physical Address:   | 4403 Forbes Blvd.<br>Lanham, MD 20706   | * |
| 6         | Proposer website address (or addresses):   | www.safewareinc.com   | * |
| 7         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Jessica Faulkner<br>Assistant Secretary<br>Senior Manager, Contract Administration & Quality<br>4403 Forbes Blvd.<br>Lanham, MD 20706<br>jfaulkner@safewareinc.com<br>800-331-6707 x1079 (office)   | * |
| 8         | Proposer's primary contact for this proposal (name, title, address, email address & phone):  | Mary Pelfrey<br>Executive Director<br>4403 Forbes Blvd.<br>Lanham, MD 20706<br>mpelfrey@safewareinc.com<br>704-564-0320 (cell)<br>301-683-1212 x1815 (office)   | * |
| 9         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):   | Karla Hyatt<br>Director of Government Contracts<br>1800 Byberry Road<br>Ste 801<br>Huntingdon Valley, PA 19006<br>kahyatt@safewareinc.com<br>800-331-6707 x1090 (office)<br><br>Rick Bond<br>Vice President of Sales<br>4403 Forbes Blvd.<br>Lanham, MD 20706<br>rbond@safewareinc.com<br>301-542-3258 (cell) |   |

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

| Line Item | Question | Response * |  |
|-----------|----------|------------|--|
|-----------|----------|------------|--|

|    |  |   |   |
|----|--|---|---|
| 10 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.   | <p>Safeware, founded in 1979, has spent over forty years protecting workers in their place of business. Beginning as an industrial safety company, we shifted our focus in the nineties to governmental agencies and are proud to have been among the earliest companies to support our nation's infrastructure in the fledgling homeland security market. We helped responders at both Ground Zero in New York and at the Pentagon during the aftermath of the 9/11 emergencies.</p> <p>In 1981, we established our Technical Services division to provide quality service for those more technical products that require regular care and maintenance. Today we are trusted by key government agencies and Fortune 500 companies to keep their critical equipment operating, and their personnel protected.</p> <p>In 1999, responding to customers and suppliers' requests, we created the Fire &amp; Rescue Division. Today, Safeware focuses on supplying products and services to fire &amp; rescue, federal and local government, law enforcement, military, and all forms of first responders. We are a trusted partner to those for whom failure is not an option.</p> <p>Safety and service are what we do but, Response is who we are. Safeware has a well-established reputation as the "go-to" Company when customers need us most. We responded to the events of 9/11 with personnel and material arriving on the scene in New York City and at the Pentagon within hours. We are proud of our ability to play such a significant role in supporting our country's first responders. Safeware has also provided material and support for many other crises, including multiple anthrax incidents, oil spills, bombings, natural disasters, and the recent COVID-19 pandemic. No matter the size of an emergency, we work hard to help our customers in their times of need.</p> <p>Government customers make up 90% of our sales, and these are primarily in State and Local markets. Today, we are a nationally recognized industry leader in distributing and servicing Public Safety and Emergency Management Equipment and Solutions.</p> | * |
| 11 | What are your company's expectations in the event of an award?   | <p>Safeware expects a single award for the catalog of products listed in this Request for Proposal in the US. We are open to the idea that, should a large industrial supply distributor respond, then that award would not otherwise interfere with our position as a sole awardee on the contract as "big box" distributors have different "go to market" strategies than national public safety distributors.</p> <p>Additionally, we recognize our shortcomings in Canada and hope and anticipate that Sourcwell will support Safeware with training for our team of Sales and Customer Service personnel (over 50 strong nationwide and growing). We suggest this training will take place in the form of a series of webinars.</p> <p>To advertise and promote the contract, we anticipate that Sourcwell will work with Safeware's marketing team to position the contract nationally and to make the Sourcwell logo prominent in our marketing efforts. We also anticipate Sourcwell to identify leads and opportunities for public agencies to utilize the contract and assist the Safeware team with legal objections or questions around accessing the contract. We request that Sourcwell continue promoting the Sourcwell family of contracts, shows and other joint marketing events.</p> <p>Safeware looks forward to a kick-off discussion involving Key Personnel and Executive Management in preparation for the contract launch.</p>   | * |
| 12 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | Please see the attached Financial Statement demonstrating Safeware's financial stability and excellent cash flow.   | * |

|    |   |  |   |
|----|---|--|---|
| 13 | What is your US market share for the solutions that you are proposing?  | <p>We do not have strong and relevant market data to support a claim in terms of market share in the US. We can, however, state that we consistently are one of the top suppliers for the following manufacturers, often number one in the US:</p> <ul style="list-style-type: none"> <li>• CMC Rescue – Rescue Gear, primarily for firefighters including rescue PPE</li> <li>• Mustang Survival – PPE for Rescue/Water Rescue &amp; Firefighter PPE</li> <li>• Kask – PPE helmets for Rescue Personnel</li> <li>• Cairns – Firefighting Helmets</li> <li>• United Shield – Ballistic Helmets &amp; Body Armor</li> <li>• Kappler – PPE for Firefighters</li> <li>• Dupont Personal Protective – PPE</li> <li>• Blauer Homeland Security – Chembio PPE</li> </ul> <p>While we have no third-party data, we believe Safeware is the largest national supplier of equipment for HAZMAT teams, bomb squads and technical reserve teams for State and Local governments across the country. All these teams are critical components to emergency response. Additionally, during the Pandemic in 2020 and 2021, Safeware was the single largest distributor of N95 respirators in 3M's Occupational Safety and Health Division which demonstrates our buying power and national presence in a time of emergency.</p> | * |
| 14 | What is your Canadian market share for the solutions that you are proposing?  | Safeware does not have a Canadian market share, but has partnered with Levitt-Safety Limited, Canada's premier safety distributor in a mutually beneficial relationship that will grant customers access to quality safety products from Canada's leading and most reputable safety distributor. Boasting annual sales of over \$100 million and \$15 million in inventory, Levitt-Safety has served Canadian public agencies for well over 80 years and will continue to do so through this contract.   | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.  | No.  | * |
| 16 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | a. Safeware is a distributor. Our contracts team maintains signed agreements with each manufacturer, including every manufacturer listed in this response. Given the broad nature of our response, we are happy to provide a letter from any manufacturer proposed in this RFP stating that we are a distributor of their products should it be requested.   | * |
| 17 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.   | Safeware is registered in Minnesota under the name "Safeware Safety Supplies Inc." Our Department of Revenue account number is #6301318 which is used to file and pay MN sales tax. To our knowledge, we are not required to hold any other licenses in MN.  | * |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.  | Safeware has not been suspended or debarred anytime in the last ten years.   | * |

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

| Line Item | Question   | Response *  |   |
|-----------|--|---|---|
| 19        | Describe any relevant industry awards or recognition that your company has received in the past five years   | <p>Here are a few recent examples of Safeware recognition by our customers and partners:</p> <ul style="list-style-type: none"> <li>• 2020 Supplier of the Year by TEMA (Tennessee Emergency Management Agency).</li> <li>• 2021 Outstanding Response in a Time of Emergency by the State of Florida Department of Emergency Management for <ul style="list-style-type: none"> <li>o Wastewater spill at Piney Point</li> <li>o Surfside Condo collapse</li> </ul> </li> <li>• 2020 recognized as a top national producer for another cooperative contract</li> <li>• 2021 recognized as a top producer in Northeast region for another cooperative for all sales in region</li> <li>• Recognized by numerous manufacturers for outstanding sales performance</li> <li>• Recognized by our partners for being awarded State contracts.</li> </ul> <p>Often, this is a result of "bridging" an existing cooperative contract. Examples include Michigan, Massachusetts, Tennessee, and Utah.</p> | * |
| 20        | What percentage of your sales are to the governmental sector in the past three years   | Safeware has consistently tracked 90% of our overall sales to the governmental sector.  | * |
| 21        | What percentage of your sales are to the education sector in the past three years  | Approximately 10% of our governmental sales have been in the Higher Ed and K-12 sectors. This is largely reflective of the bundle of products we offer and the vertical market focus on fire and police in our company. We do believe the education sector is a growing category though for Safeware. This is mainly due to the pandemic, recent events, and the growing emphasis of safety measures in this sector.  | * |
| 22        | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?          | <p>OMNIA</p> <p>2021 \$ 95,523,185</p> <p>2020 \$151,024,876</p> <p>2019 \$ 53,140,772</p> <p>HIRE</p> <p>2021 \$210,392</p> <p>2020 \$629,953</p> <p>2019 \$609,007</p> <p>SourceWell</p> <p>2021 \$682,858</p> <p>2020 \$432,967</p> <p>2019 n/a</p>  | * |
| 23        | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | <p>GSA Multiple Award Schedule Contract #GS-07F-5668P</p> <p>2021 \$921,017</p> <p>2020 \$737,245</p> <p>2019 \$433,246</p>   | * |

**Table 4: References/Testimonials**

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

| Entity Name *                                      | Contact Name *       | Phone Number * |   |
|--|----------------------|----------------|---|
| New York State DHSES                               | Jes (Walker) Bearden | 518-402-4789   | * |
| City of Minneapolis<br>Minneapolis Fire Department | Jim Thomas           | 612-673-5563   | * |
| Nashville International Airport                    | Sgt. Marc Christian  | 615-275-2322   | * |
| Georgia Department of Transportation               | Tim Swink            | 404-631-1367   |   |

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

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

| Entity Name                   | Entity Type * | State / Province * | Scope of Work *  | Size of Transactions * | Dollar Volume Past Three Years * |   |
|-------------------------------|---------------|--------------------|--|------------------------|----------------------------------|---|
| Commonwealth of Massachusetts | Government    | Massachusetts - MA | Homeland Security, PPE, Public Safety, Public Works / Traffic Supplies, Safety Apparel and other products required in emergencies; for example, COVID-19, etc. | Avg.: \$27,738         | \$44,888,273                     | * |
| State of Tennessee            | Government    | Tennessee - TN     | Public Safety, PPE, HAZMAT, Drug Detection, etc.   | Avg.: \$90,884         | \$29,891,247                     | * |
| Miami-Dade County             | Government    | Florida - FL       | PPE, Respirators, Traffic Safety, Fire & Rescue, LE, etc.  | Avg.: 3,944            | \$11,783,621                     | * |
| City of Dallas                | Government    | Texas - TX         | Public Safety, PPE, HAZMAT, Drug Detection, etc.   | Avg.: \$11,895         | \$9,790,955                      | * |
| State of Michigan             | Government    | Michigan - MI      | PPE, Homeland Security, LE, Protection, Water Filtration, etc.   | Avg.: \$9,667          | \$9,761,142                      | * |

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

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

| Line Item | Question     | Response *   |
|-----------|--------------|--|
| 26        | Sales force. | <p>The Safeware team works together.</p> <p>It takes the involvement of many people's expertise across multiple disciplines to meet the participating entities' needs. Our teams work together, from sales to customer service, technical service support, purchasing, marketing, and contracts to support the Sourcewell contract.</p> <p>Safeware employs a national team of 25 sales professionals and represents significant geographical growth over the last 5 years through our expansion to the West Coast as well as corresponding operational resources to support this growth. (See attached Safeware Roster and Safeware Territory Map.) Our sales representatives are skilled and have knowledge in all the products and services we provide to support the award resulting from this RFP.</p> <p>The sales representatives are typically the front line to participating entities, understanding their problems, and finding solutions. They have the ultimate responsibility to the customer for public agency satisfaction. Our customer service representatives (CSR) are inside sales representatives responsible for customer calls and emails and for addressing orders and order entry. The CSR assist customers with pricing, inventory, and status updates on products. Safeware's experienced Customer Service staff features account specific service and not a "call center" approach. Our team of 28 CSR's is located in regions across the country to provide service in every time zone, and our customer service representatives have great familiarity with their assigned customers. Customers' requests result in pricing specific to the required or requested contract, and the contract details can be found on the pricing documents. Our customer service representatives are very experienced in working with customer deadlines resulting from the end of the fiscal year, end of the grant cycles requirements, and other customer-specific requirements. They understand the urgency of emergency requests. Each year, we receive numerous compliments about our customer service team.</p> <p>Our Technical Services team provides maintenance, repair, rental, and leasing solutions to public entities. Our trained and certified technicians provide on-site and in-house services to minimize your downtime and keep customers in compliance.</p> <p>Purchasing ensures we are keeping the appropriate products in inventory for your</p> |

needs. This can be in general for public entities or public entity specific. Purchasing also works with sales to ensure one-time purchases at the best possible price to the customer. They also make sure price lists are accurate and auditable.

Marketing supports sales to provide collateral material, an online website, eCommerce, punchout, and many other services to streamline a Sourcewell Member's purchase.

Contracts works with sales to offer a national cooperative agreement to help public entities save time and money to simplify the sales process.

Product Knowledge.

All Safeware sales representatives are trained to provide product support in the key aspects of public safety. Not only does Safeware provide products, but our field representatives provide added value support to our customers. Examples of such added value services that have been provided to State and Local customers in the past include:

- Fentanyl Seminars
- Respiratory Fit Testing and Fit Testing Training
- Confined Space Training
- Product Fitting (Helmets, PPE)
- Site Safety Surveys

Safeware sales representatives receive a minimum of one hour each week of new product training, and an additional 5 days of offsite training annually. The focus of these training sessions is to support the sales of products and services in the following categories:

- Police
- SWAT
- Patrol
- Bomb
- Traffic
- Drug Enforcement
- Crime Scene
- Dive/Recovery
- Search and Rescue
- Canine
- Fire
- Structural Firefighting
- Hazmat Response
- Technical Rescue
- USAR
- Water Rescue
- Apparatus Small Parts
- General Safety
- Emergency Management

Most importantly, all Safeware sales representatives are trained on government purchasing and the benefits of cooperative purchasing. Each sales representative regularly works in support of promoting our cooperative contracts and attends government purchasing events obtaining best practice information to help them consult with government customers regarding the use of cooperative contracts. All Safeware sales representative will have access to the Sourcewell contract program resources and will review all important information so that they can be a resource to government purchasing professionals.

Many companies will show coverage maps with team members who are not engaged in government sales opportunities. Safeware is in the business of offering contract solutions to America's heroes, and each field representative is engaged in support of our mission.

Safeware sales representatives focus on high volume customer contact opportunities in the field. While the pandemic curtailed most trade shows in 2020 and 2021, we continued to support the events that operated virtually and shifted to participating again in person this year as the health crisis moved from pandemic to endemic. Our outside sales representatives will participate in 77 trade shows this year. These trade shows represent contact with tens of thousands of current and potential customers in State and Local government. A glance at our trade show schedule will demonstrate the commitment that every representative in each territory has in both government procurement conferences and end user conferences. Please see attached list of Safeware's trade shows. Most of our sales activities are contract sales and these end user events reflect the same. These trade shows demonstrate the unique versatility and geographical scope of Safeware's sales team. Each of

|    |   |  |
|----|---|--|
|    |   | <p>these shows is a showcase of the benefits of cooperative purchasing, along with strong subject matter expertise in the core vertical user markets.</p> <p>Regarding our Canadian strategy, we have no current assets in Canada. We have aligned with the premier Canadian distributor of Personal Protective Equipment, Levitt-Safety. Levitt will partner with Safeware under the brand of Safeware Levitt, which is only for our Canadian operations. Levitt will report Canadian sales to Safeware, and Safeware will manage the Sourcewell relationship and all reporting and payment functions. Safeware will provide training for Levitt's sales team, and we will work with Levitt to ensure that contracted items on the Sourcewell agreement are available.</p>  |
| 27 | Dealer network or other distribution methods. | <p>Safeware has a long history of added value distribution to realize our customers' goals regarding MWSBE participation. We have current small business partners who are certified Minority Owned, Woman Owned, and Veteran Owned businesses with whom we work regularly to meet customers' MWSBE participation goals.</p> <p>The challenge for MWSBE participation in a national contract is that every municipality has its distinct certification process, and there is a consistent bias towards small local businesses. For example, a certified vendor in Cleveland most likely is not a certified vendor in Los Angeles.</p> <p>Our strategy is to establish regional distribution under the contract. Regional dealers can sell Safeware contract items at the contracted price as authorized and listed dealers on the contract. This would enable large urban customers to meet their participation requirements and still utilize the contract, which has so many benefits in terms of cost and time savings. We believe that the margin we sacrifice is offset by the opportunity in these large target areas. Certified dealers are organically added to the contract as subcontractors.</p> <p>For example, the Commonwealth of Massachusetts has stated goals for diversity spend and we partnered with The Janz Corporation, a service-disabled veteran-owned small business (SDVOSB). In 2020, we had sales over \$7 million with Janz for the Commonwealth.</p> <p>Here are some examples of Safeware relationships with certified businesses:</p> <ul style="list-style-type: none"> <li>• 570 Global, Corp. – SDVOB</li> <li>• Ace Tool Repair, Inc. – Woman Owned</li> <li>• B3 Enterprises – 8a/SDB, 8a/SBS</li> <li>• First Choice Supply – Minority Owned</li> <li>• Ideal Electric – Woman Owned, Minority, Small Business</li> <li>• Snappy Solutions – Woman Owned</li> <li>• The Janz Corporation - SDVOSB</li> </ul> <p>The utilization of a diverse supply chain replaces an available discount or other discount offered to an end-user customer in consideration of a business opportunity. Rather than asking for a best and final price offer, the customer instead seeks to satisfy participation while utilizing the cooperative contract.</p> <p>Safeware will take responsibility for compliance and reporting of all contract sales. Moreover, Safeware will be responsible for the prompt payment of any administrative fees associated with the sales.</p> <p>Leasing:</p> <p>In the event a customer leases product, then the leasing company becomes the dealer of the product. Safeware will take responsibility for compliance and reporting of all contract sales and will be responsible for the prompt payment of any administrative fees associated with the sales.</p> <p>Canadian Partner:</p> <p>Safeware is proud to partner with Levitt-Safety to comply with the Canadian Sourcewell customers.</p> <p>Established in 1935, Levitt-Safety Limited is the Canadian Leader in health and life safety products, training, consulting, and technical services. With strategically located branches across Canada, Levitt-Safety is ideally equipped to serve companies of any size or industry who recognize the tremendous value of building a safety-centric culture in their organization. With annual sales of over \$100 million and \$15 million in inventory, Levitt-Safety Limited provides quality Safety products and services aligned to support customer requirements. They have the capability of servicing all of their customer's sites, as well as providing consistent service and high levels of product availability. Levitt-Safety Limited can match your location footprint, make rapid product deliveries and provide customers service to remote locations throughout Canada with an extensive network that includes:</p> |

|    |                |  |   |
|----|----------------|--|---|
|    |                | <ul style="list-style-type: none"> <li>• 18 branch locations throughout Canada</li> <li>• 2 major distribution centers across Canada (Oakville, Ontario and Edmonton, Alberta)</li> <li>• 1/4 million square feet of warehousing combined</li> </ul> <p>In addition to providing customers with extensive safety product coverage, Levitt is proud to offer superior services and business support through customer focused delivery channels, which are reinforced by superior services, processes, and technologies. Levitt-Safety Limited also guarantees to provide customers with after-sales technical support and repair services with the most knowledgeable product and industry specialists in the business and leading-edge technology support for e-Procurement and automated payment solutions.</p>   |   |
| 28 | Service force. | <p>Safeware operates a corporate office in Lanham, Maryland with additional branches in Columbia, Maryland; Philadelphia, Pennsylvania; Richmond, Virginia; Gainesville, Georgia; Miami, Florida; and Denver, Colorado. We employ 28 customer service personnel across these branches and the US to support our ever-growing government sales operations. Our IT and Marketing departments boast 10 personnel, and our Purchasing Department, housed in the Richmond branch, has 5 staff members in charge of purchasing as well as contract and data management.</p> <p>Our branches in Columbia, Richmond, and Denver all host warehouse space from which we ship product, and all branch locations have service technicians assigned to them. Safeware provides many value-added services both in house and with our mobile service vans. Our Technical Service Department employs 17 dedicated personnel who are trained in many areas including, but not limited to, SCBA maintenance and repair, SCBA flow testing, cylinder hydrostatic testing, fit testing, CBRNE instrument calibrations and repair, Level-A suit testing, fire hose testing, PPE cleaning, air compressor repair and maintenance, and breathing air testing.</p> <p>Our Canadian Partner, Levitt-Safety, is proud to offer the largest service offering in Canada provided by highly trained and knowledgeable technicians who come right to your door to ensure that necessary equipment is always in top condition. Their techs are cross trained to inspect, maintain and repair a multitude of product lines, from fire extinguishers and respirators to instruments and fall protection, providing the convenience of relying on just one service provider.</p> <p>All of Levitt's technicians have been thoroughly trained to ensure your equipment is achieving peak performance while meeting all local and national codes and standards. Their techs carry out their services in conformance with standards set out by Underwriter's Laboratory of Canada (ULC), the National Fire Prevention Association (NFPA), manufacturer training, and provincial fire codes. What sets Levitt apart from their Canadian competition is the level of expertise and guidance their Safety Specialists bring to customers in order to help them solve their fire, safety, and environmental challenges. After all – safety is all they do.</p> <p>For more than 80 years, the safety of your organization has been Levitt-Safety's number one concern. Their mission is to make Canada a safer place to live and work. They have always maintained a simple, yet unique approach to the marketplace: bringing customers the best products and services in the industry backed by decades of knowledge and expertise.</p> | * |

|    |   |  |
|----|---|--|
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.   | <p>Order processing procedures begin most often with a request for a quote submitted either as a request on our website, emailed directly to a customer service representative, or via phone call. Existing customers will typically reach out directly to the customer service representative assigned to their account or their sales rep for larger, more complicated requests. Quotes are entered into our system by a CSR and are typically returned to the customer within 24 hours of the initial request.</p> <p>The customer reviews the quote, communicates any necessary alterations and ensures their requirements are satisfied, replies with a Purchase Order, credit card number, or other authorization to order. The quote is then seamlessly converted to an order within our processing system, Prophet 21. Our staff verifies the details and then executes the order, which either automatically allocates items in our warehouse stock or prompts a subsequent order directly to the manufacturer confirming the necessary ship dates and other requirements. Once the order has been placed, an order acknowledgment is sent to the point of contact that placed the order. During the order entry process, a code will be assigned to the order indicating it as a Sourcewell contract sale.</p> <p>Safeware staff will continually monitor status from the manufacturer to ensure the items meet or exceed delivery requirements. All order activity is monitored and controlled by our computer enterprise system. Any delays will be immediately brought to the attention of the customer. When the product is ready to be shipped, the system prints a pick ticket for the warehouse to pull and package the product. When the product is packaged, tracking information is added, and a packing slip is generated and affixed to the outside of the box.</p> <p>Once the shipment is confirmed, the system generates an invoice. If the product is shipping directly from one of our manufacturers, the same quote, acknowledgment, and order conversion is followed, except the system generates a PO for the product to ship to the customer with the customer ship-to address and PO number. The PO is sent directly to the manufacturer. Once Safeware's Accounts Payable department receives the direct shipment invoice, the product quantity, price, PO and ship to are confirmed. The tracking, if provided by the manufacturer, is added to the order and an invoice is generated.</p> <p>Once generated, invoices are sent to the customer per the PO instructions, Email, Mail, Fax, EDI, or web-based invoicing.</p> <p>Safeware accepts orders via multiple formats such as email, telephone, e-commerce, fax, and mail service. Customer orders can be placed directly on both company websites, and transactions using EDI (850, 855, 856, 865, 810, 997 via ANSI X12) are also a capability.</p> <p>Customers may purchase online directly from our website using a PO or P-card/credit card.</p> <p>We offer punchout where the customer utilizes their eProcurement system to Safeware's punchout site. This is the most common type of punchout. We also provide punchout where the customer can search for and view products directly in their procurement platform without initiating a punchout session.</p> <p>We are currently integrated with Ariba, Equallevel, CommBuys, Jaggaer (formerly SciQuest), and Oracle Business Network.</p> <p>In addition to website and punchout, we offer these additional ecommerce capabilities:</p> <ul style="list-style-type: none"> <li>• EDI capabilities to our ERP system for receiving PO's and sending order confirmations, ship notifications, and invoices</li> <li>• Custom API's can also be made to our ERP system for this functionality</li> <li>• Ability to transcribe incoming PO's sent via email into EDI</li> <li>• Ability to send order confirmations, ship notifications, and invoices via email</li> </ul> |
| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | <p>Safeware will ensure that delivery schedules for routine, urgent, and emergency requirements are met. We categorize orders at time of order entry and have established a standard operating procedure that verifies a customer's required timeframe on every order. Safeware has developed world-class expertise in on-time order processing and fulfillment by supplying both Commercial and Government in daily operations and in times of emergency for over 40 years. Safeware is trusted to have reliable systems in place for important customers that depend on our ability to meet supply chain needs. Our state-of-the-art ERP system, EPICOR Prophet 21, is designed for a distributor to efficiently stay on top of every order, fulfilling the requirements based on data captured at order entry, with checks and balances and exception reporting to ensure that no orders fall unattended.</p> <p>Entering a required date is a mandatory step in processing every order. Our inside sales representatives will code orders in the ERP system as urgent or emergency if</p>  |

special handling or expedited action is necessary. They can also trigger an electronic note that follows the order through the system and will print on order paperwork detailing the urgent or emergency nature of the order. These notes also notify the appropriate warehouse manager and customer contact manager. This process assures us that urgent and emergency orders have visibility within the system and are verified daily as to the ability to be delivered on time.

We cannot eliminate the human element completely, but our historic status as an emergency equipment vendor has enabled us to have very strong checks and balances. Combined with a culture of paying attention to required dates and close monitoring, we ensure that every pick ticket gets shipped every day. We are not error free, but we enjoy 99% shipping accuracy, which puts us very high in the distribution world, and when we do make mistakes, we take steps to make heroic recoveries that compensate the customer and take corrective action to eliminate errors.

Safeware strives to deliver all routine requirement orders for material to the authorized customer's receiving location within the delivery timeframe as specified in the order, (indicated to usually be within 30 days of order placement). Safeware's ERP system uses sophisticated replenishment algorithms to ensure that stock levels are maintained to support historical demand for an item. Safeware consistently maintains approximately \$8 million in inventory in order to provide quick delivery on our customers' most requested items. For off-the-shelf items, depending on size and destination, Safeware utilizes common carriers, LTL (less than truckload), and commercial package delivery services like UPS Ground and Federal Express Ground daily. Utilizing major carriers, standard delivery times for stock items are generally 1-5 days from order to receipt.

As soon as an order is entered into the Safeware system, a pick ticket is created instructing the warehouse to pick all items currently in stock. For any items not in stock, the customer service representative reviewing the order for acceptance (as these purchase orders will be placed via EDI), has the option to place a purchase order directly with the manufacturer for drop-ship to the customer's location or expedited delivery to our warehouse, which triggers the drop ship follow-through process whereby the manufacturer is contacted by our expediting team to ensure prompt shipping.

Carrier selection requires a good understanding of time in transit for each carrier and our Warehouse Manager has over 20 years' experience with Safeware ensuring shipments are timely delivered to our customers nationwide. A core element of the Safeware strategy is to complete all of a day's work in a day, meaning that every member of the Safeware team understands that getting orders out accurately and as quickly as possible is our greatest role and our competitive advantage in the supply chain. All orders for in stock items received by 3:00 pm EST will ship the same day. Selecting an overnight or two-day carrier is the critical step for urgent and emergency orders that have 72- and 24-hour delivery requirements. A pick ticket which prints with all orders will reference the time-sensitive nature which alerts the warehouse personnel to select an appropriate carrier that can meet time commitment, whether it be overnight UPS, FedEx, emergency custom critical truck delivery, or, in some circumstances, our own personnel making the emergency delivery. As a large seller of all kinds of response equipment needed for on demand natural disaster response, Safeware has an experienced emergency order team, protocol, and discipline for handling these types of orders.

Below are just a few of the highlights from our years of emergency response experience focused on public agency response:

- 9/11 Attacks, 2001
  - o Ground Zero – Safeware had personnel and material arriving on site on the evening of September 11, 2001. We set up logistical points outside of the hot zone and provided emergency products around the clock to fire and police customers. We overcame the minimal existing supply chain and set up a conference call with every major respiratory manufacturer in the US at the Mayor's office in NYC resulting in the supply of truckloads of equipment arriving daily to meet critical needs.
  - o Pentagon – We provided the lead agency, Arlington County, with emergency equipment and set up a support team for the response. We worked closely with the Fairfax County USAR Team, and were the only supplier authorized to ship product into the hot zone.
  - o We learned much about emergency procurement and the constraints of government purchasers in an emergency. We have used this experience to help direct and advise other agencies in all other emergency situations since.
- Anthrax/Ricin Contamination Attacks, Washington, DC, 2001
  - o While most of our business was Federal, we worked nights and weekends to provide emergency products to local responders inundated with white powder calls.

- Hurricane Katrina, 2005
  - Before the storm was nationwide news, Safeware received a call from Becky McKinney at Fairfax County alerting us to the severity of the disaster. We set up a logistical point in Columbus, MS where we were able to deliver truckloads of critical supplies such as hip waders, bottled water, propane, portable toilets and service, personal hygiene kits, flashlights, MREs, body bags, and even diapers and baby food which the Federal government could not provide.
  - We were a key supplier to FEMA and MEMA during the days following the devastation in Mississippi and Louisiana, where we continued to earn a national reputation as a premier emergency response distributor.
- Hurricane Sandy, 2012
  - Many areas drew from existing caches of equipment and used Safeware to replenish their stock. The supply chain was largely in place and we assisted with less emergency purchases and more contract and credit card buys. We received a requirement from FDNY for 55 complete sets of water rescue gear which was fulfilled and delivered in it's entirety to the emergency logistics center in Queens within 24-hours.
- State of Michigan Flooding, August 2014
  - State employees from State Emergency Operations Center were tasked with flood cleanup operations. Safeware was contacted after hours on a Saturday with an equipment list needed for clean-up. We sourced emergency shipments of the required kits and dispatched a truck to Michigan by Sunday morning. All purchases were made on the state contract. Local counties then used the same contract to purchase the same emergency equipment for their continued clean-up efforts.
- Ebola Crisis, 2015
  - Sent emergency supplies of PPE to customers all over the country, often next day air. Competitors had no inventory of DuPont suits, but due to our high annual volume of sales, we were able to source and supply our customers.
- Zika Virus, 2016
  - Miami Dade County procured emergency supplies such as insect repellent, wipes and sprays to protect employees and the public.
- Hurricane Season, 2017
  - Emergency supplies from all sorts of manufacturers were being reserved for Federal Response. Utilizing our widespread supply chain, we were able to source items for local responders, and coordinate shipping to hard to access areas.
- Corona Virus, 2020
  - Many customers, including the top public procurement officials from many States, Counties, and Cities nationally, contacted Safeware evenings and weekends, as well as after hours. The February 2020 edition of Supply Chain World outlines the efforts of Safeware, among other suppliers, in meeting the continual and after-hours needs of one customer, Anne Arundel County, MD. After hours calls at Safeware are not just a courtesy; we work with our customers to achieve immediate results in a time of crisis. Our warehouse shipped thermometers, gloves, and respirators to customers across the United States, working nights and weekends as the workload and urgency demanded.
- Civil Unrest, 2020
  - Just as the demand for pandemic supplies was over the initial peak, Safeware began receiving calls from law enforcement customers across the country. There was a massive demand for personal protective gear for the police, who were protecting the public during these times of social conflict. Besides providing respirators, helmets, and suits, Safeware was instrumental in sourcing safety eyewear with infrared protection. Officers were being assaulted with lasers in their eyes during the protests. On the weekend of May 30, 2020, Safeware worked throughout the weekend, supporting our customers. Truckloads of protective gear were picked up and delivered to Safeware customers.
- Surfside Condominium Collapse, 2021
  - Air quality for rescue workers was potentially unsafe in the collapse. We were contacted by our customers who could not get gas detection equipment to work. Safeware dispatched a sales representative and our manufacturer partner who brought parts and completed the necessary repairs free of charge.

|    |  |  |   |
|----|--|--|---|
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.   | Safeware believes it is the largest single potential respondent in the US focused solely on the scope of work described in the RFP. There may be respondents larger in size. However, our market space is this vertical market, and we track over 90% of sales in the described vertical markets. It makes us unique amongst respondents. Our intention is to continue to grow in this space and our desire is to help Sourcewell grow as well. The current limitation is the narrow scope of work on the existing contract with Sourcewell.<br><br>A single or dual award will result in larger opportunities for both Sourcewell and Safeware. | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.  | Levitt-Safety will be the supplier of all products and services proposed on this contract for Sourcewell members in Canada.  | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.   | Safeware has coverage across the United States. Our Canadian partner, Levitt-Safety, will handle Canada, allowing us to fully serve the entire coverage area.  | * |
| 34 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | We propose no exclusions to participating entity sectors in the contract. As a practical matter, some verticals offer less but are a growing opportunity for a public safety and emergency management market, such as education. We have sales activity in every listed sector and will continue to pursue all contract sales.   | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.   | We will honor contract pricing and support customers in Alaska and Hawaii as specified in this contract. Some manufacturer agreements limit distribution to the continental US, and in those cases, we would comply with the agreements.   | * |

**Table 7: Marketing Plan**

| Line Item | Question   | Response *  |   |
|-----------|--|---|---|
| 36        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>Safeware plans an aggressive marketing strategy to launch this agreement. We have tremendous cooperative contract acceptance among our customers in many states. We will immediately launch the contract with a nationwide campaign and expect immediate results. Once awarded, we will prominently feature Sourcewell and the contract on our website. Social media is also a big part of the change we see in industry today. Our Social Media Director will use many tools to promote the contract including posting contract information on multiple platforms as well as sending email blasts with more detailed contract use information. We have a large database of contacts in areas that will immediately benefit from this contract.</p> <p>We are a ground sales force enjoying a solid reputation, a broad selection of relevant products, and proven market focus. Our trade show schedule is robust and engaging. We have touch and reach to America's largest cities and metros, and we intend to use the contract for immediate impact in the largest population centers in our country.</p> <p>Additionally, our marketing plan includes:</p> <ul style="list-style-type: none"> <li>• Multiple marketing materials displaying the Sourcewell logo and detailed information about the Contract vehicle</li> <li>• Participation with various end users' events, fundraisers, raffles, etc. to further promote our offering of the Sourcewell Contract</li> <li>• Co-branded giveaways, sway, etc. of Sourcewell and Safeware at industry end-user and purchasing trade shows</li> <li>• Sourcewell promotional signage and literature at our trades show booths</li> </ul> <p>Please see uploaded documents for samples of marketing line cards that Safeware uses. We have included our Fire, Law Enforcement and Safeware contract line cards.</p> | * |

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| 37 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | <p>The Safeware marketing strategy consists of several software solutions to help us reach our customers. Our marketing strategy and platforms are as follows:</p> <p><b>WEBSITE</b><br/>Our website is Business-to-Business Punchout Ready full of enriched item listings for fast and accurate customer searches with enhanced metadata. We use a Product Information Management (PIM) system to house our catalog feeds and item data so customers can shop directly on our website. We currently have contract landing pages on our site for customers of currently held contracts and will set up a Sourcewell landing page that will host all relevant contract information, documents, as well as a link back to the Sourcewell website. Customers are invited to create an account on our website which allows them to access special contract pricing, review account history, and place orders with ease.</p> <p><b>WEBINARS</b><br/>Technology allows us to reach multiple customers over a broad physical territory by connecting with these customers all at once through a single webinar. Webinars have proven to be a success for Safeware by educating high level buyers in a particular market or public safety issue. By utilizing our knowledge as safety professionals to educate our customers, we build trust as a significant source of knowledge and the go-to source for Public Safety items. Topics for past webinars include those on Emergency Preparedness, Effectiveness of Cooperative Contracts, Outdoor Mass Communication, and LE Equipment for Civil Disturbances. Each session lasts about 30-45 minutes with a live Q&amp;A and is recorded and posted to our page for public access.</p> <p><b>EMAIL</b><br/>E-mail campaigns and content are run through marketing automation software, Pardot/Salesforce, which allows us to easily send content such as new product offerings or seasonal sale items to all current and potential customers. The program allows us to analyze campaign data such as how many emails were sent as well as the open and clicked percentage. The emails all contain links to landing pages with product information and videos. Successful email blasts have included those on Fentanyl Detection, Confined Space Equipment, and Body Cameras.</p> <p><b>SOCIAL MEDIA</b><br/>In order to promote our brand and connect with our customers in the ever-changing age of technology, Safeware is active across multiple social media platforms such as Facebook, Twitter, LinkedIn, Instagram, and YouTube. Our dedicated social media manager posts engaging content on at least one platform a day keeping customers updated on information such as the location of our reps at Trade Shows, showing off the newest gadgets to hit the market, or sharing an informative article.</p> <p>We have also built an engaging YouTube channel that has been an extremely useful tool to share internally generated content on various campaigns including Body Cameras, Public Order, Inflatable Decontamination Shelters, Fire Protection, and more. Our videos allow our own knowledgeable staff and safety experts to demonstrate equipment for customers free of charge and are a great educational reference.</p> <p><b>CRM</b><br/>Our Customer Relationship Management (CRM) tool, Pipedrive, is connected to our marketing automation software, Pardot/Salesforce, allowing for a seamless flow between contacts, leads, and sales. This data capture allows us to better capture the successes of our campaigns.</p> <p><b>Specialized Content</b><br/>Our specialization in both government purchasing and specific end user technical disciplines enables us to appeal, alternatively, to the Fire, Police, Rescue Captain, or Buyer, with content that resonates with their specific mission. We maintain these specific databases and focus our campaigns on personal content specific to their role.</p> |
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| 38 | <p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p> | <p>Safeware would like to be promoted through Sourcewell digital marketing efforts such as email campaigns to Sourcewell members and end users as well as with promotion of our webinars, white papers, and products to relevant users. We would like user contact information for our marketing campaigns and leads that come through the Sourcewell platform or personnel. We expect the Safeware logo and offering to be included in Sourcewell marketing efforts such as collateral and material, displays and discussions at trade shows and webinars or speaking engagements where Sourcewell is present.</p> <p>Safeware will integrate a Sourcewell awarded contract into our sales process by engaging suppliers, end-users, and our internal company resources.</p> <p>Supplier Engagement</p> <ul style="list-style-type: none"> <li>Scheduled national educational presentations (in-person and online) about Sourcewell to major suppliers</li> <li>Joint calls to end-users &amp; purchasing decision makers to introduce as well as reinforce the contract vehicle's benefits over other purchasing options</li> <li>Joint participation and coordinated manufacturer/distributor campaigns at industry trade shows highlighting Sourcewell contract vehicle purchasing resource</li> <li>Joint sales calls and presentations with individual manufacturers promoting contract and specific product and/or service to end-user and/or purchaser</li> </ul> <p>End-User Engagement</p> <ul style="list-style-type: none"> <li>In-person demonstrations of products and trial evaluation programs</li> <li>24/7 emergency response to public agencies for products and services in case of natural disasters and other emergencies</li> </ul> <p>Internal Company Engagement</p> <ul style="list-style-type: none"> <li>Ongoing education about Sourcewell to existing as well as newly hired employees in all roles including outside and inside sales, customer service and upper management as the company expands.</li> <li>Ongoing joint sales calls with territory managers</li> <li>Product specific call campaigns by dedicated inside sales force specifically trained in core competencies related to contract offerings including Law Enforcement, Homeland security, Fire, EMS, USAR, Emergency Management, Security, and General Safety.</li> <li>Monthly company-wide sales meeting to cover:             <ul style="list-style-type: none"> <li>Progress on existing goals/projects</li> <li>Identifying upcoming opportunities</li> <li>Evaluating on-going strategies</li> <li>Introduction and product knowledge about new products, technology, services and any changes regarding existing supplier portfolio.</li> <li>Reinforcement of Sourcewell contract sales strategies</li> <li>Troubleshooting any buying obstacles.</li> </ul> </li> </ul> |
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| 39 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | <p>Our products are available through an e-procurement ordering process. Any customer has the ability to register for an account on our website which allows them to shop our extensive line of web items and add them directly to a shopping cart.</p> <p>Ordering directly from our website is easy. Simply sign into the ecommerce portion of our website, or register for a new account, which can be completed within 1-business day. Under the shopping tab, customers can use links to browse item categories or search for a specific part number. Once the desired item is located, users simply click "Add to Cart" and the items are added to a Shopping Cart. Users have the option to continue shopping or continue to checkout. The "Save Name Cart" feature allows a user to save a cart and return to it later. This feature is often used when building a cart for a specific PO that may take several days to complete. Simply save the cart (and optionally give it a name), and the saved cart can be retrieved at a later date. Users love this feature as it means they can continually build a cart until they are ready to purchase, even if that requires multiple days. Users can also shop with multiple carts at once, allowing for quick orders to be placed while another cart is saved for a longer period of time.</p> <p>The Checkout Wizard assists customers with a fast and easy checkout process starting by offering a selection of ship-to addresses already set up in our ERP system. Delivery method and billing information is selected, order is reviewed, and check out is completed. An order acknowledgment is immediately sent to the user upon checkout and another automated email sent upon item shipment with tracking information.</p> <p>The My Account area of the site can be controlled per user to allow or disallow certain functionality. Controlled access for each web user gives visibility to statements, invoices, purchase history, etc. allowing us to meet each customer's privacy needs. Upon placing an order, users will immediately receive an HTML formatted email containing their order details. Users can use this email to return to the site and check the status of their order.</p> <p>There is also a feature for Multiple Account Access which allows a single username to have access to multiple account codes. Utilizing this technology, a single user, or purchasing agent, can access multiple customer accounts to place orders, view invoices, purchase history, pricing, etc. This feature is especially useful for Public Agency buyers who may purchase for multiple departments within their Agency, ex. a city Police Department, Fire Department, and Public Works.</p> <p><b>Punch Out Sites</b><br/>Safeware currently has the ability to connect via punch out with several procurement applications such as SAP Ariba, Coupa, SciQuest, Equallevel, Oracle, SAP, and CommBuys and are actively seeking out new partnerships in this arena. We are also able to utilize direct API's with procurement agencies via EDI and have the ability to adapt to each agency's unique needs utilizing all of the major programming languages such as XML, cXML, OCI, etc. Our current website developers have implemented each of these using their proprietary system.</p> <p><b>Integration</b><br/>Safeware has successfully integrated with multiple public agencies' purchasing systems such as Sciquest, Equallevel, Ariba, Commbuys and Peoplesoft. These integrations are initially supported through our Marketing department and automatic order integration into our system is monitored.</p> |
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**Table 8: Value-Added Attributes**

| Line Item | Question   | Response *   |
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| 40        | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>Safeware offers both added value and fee-based training to our contract customers. We offer services within the scope of this contract including:</p> <ul style="list-style-type: none"> <li>• Sizing and fitting</li> <li>• Train the trainer programs</li> <li>• Testing and evaluation samples and demo</li> <li>• Operator training</li> <li>• Regional Seminars on relevant topics such as fentanyl response and radiation safety</li> </ul> <p>We offer many services for a fee which can be found on our Technical Service Price List, including:</p> <ul style="list-style-type: none"> <li>• Respiratory fit testing</li> <li>• Level A Suit testing</li> <li>• Gear cleaning to NFPA standards</li> <li>• SCBA flow testing</li> <li>• Hydrostatic testing</li> <li>• Compressor service</li> </ul> |

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| 41 | Describe any technological advances that your proposed products or services offer.  | The products that Safeware is offering represent the most current products in demand in the marketplace. This is everchanging. For example, recently based on customer demand, we added supplier Pendar to provide public entities with Chemical detection. We added supplier Skydio to provide drones that offer broader solutions than the drones currently in operation for traditional police use. As customer needs pivot, we adapt with the newest technology in the market. The proposed products specified here are the result of our passion to provide the very latest technology to our customers.   | * |
| 42 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.   | <p>Safeware cares about the environment and makes every attempt to do business in a way that promotes sustainability by reducing our carbon footprint and greenhouse gasses. The following policies reflect our commitment to personal, global, and social responsibility:</p> <ul style="list-style-type: none"> <li>• Maximize electronic and paperless communication</li> <li>• Electronic ordering and billing</li> <li>• Use of teleconferencing and web presentations</li> <li>• Use of VMI, consignment and aggregate deliveries to reduce fuel consumption</li> <li>• Minimize square footage required at each location</li> <li>• Encourage telecommuting when feasible</li> <li>• Emphasize efficiency in all areas</li> <li>• Reduce air travel as much as possible</li> <li>• Reuse boxes in all warehouses</li> <li>• Purchase and choose post-consumer waste recycled paper for all printing, reports, catalogs, and flyers</li> <li>• Make recycling part of the company culture with convenient recycling bins for paper, cans, and bottles</li> <li>• Choose American Made products that do not have to travel as far to reach the end consumer</li> </ul> <p>Our strategy, as evident in our policies, aims to reduce waste and carbon footprint in all aspects of our business. Our VP of Operations is responsible for implementing and enforcing these green initiatives. Specific investments include recycling paper waste, aluminum cans, plastic bottles, toner cartridges, valves and metal cylinders, and replacing lighting to high efficiency ballasts with motion sensors. We utilize recycled products for shipping such as cardboard and fillers whenever possible and look to partner with suppliers that use green products. Safeware also accepts used batteries, cylinders and various scrap products at no charge from customers to assist in the recycling of these products.</p> <p>As far as product goes, while Safeware is dedicated to offering our customers environmentally preferable products wherever available, we have found that this industry lacks manufacturers with the same focus. Less than 1% of our suppliers offer environmentally preferable products. Due to the nature of products in the industry, product is often manufactured with the highest level of material to ensure safety rather than using recycled material that may not offer the same quality. End users are willing to pay for the product as is because they prioritize safety of the product over environmentally preferable product. We have contacted large manufacturers such as Dupont, 3M, and Honeywell, none of which have a significant offering of green designated product. We are continually revisiting this issue and will offer environmentally preferred product when our manufacturers do the same.</p> | * |
| 43 | 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>Safeware offers a range of eco-friendly products that are found on our website in the "Green Products" category. Users can sort through Green Products by browsing or using filters to quickly find the relevant items. Though none of our products specifically have any third-party environmental certifications, a number our products are classified as "green" or environmentally friendly including:</p> <ul style="list-style-type: none"> <li>• ShowaBest Biodegradable gloves</li> <li>• Rayovac and Duracell rechargeable batteries</li> <li>• LED flashlight</li> <li>• Moldex non-PVC plugs</li> <li>• Cotton and Polyknit glove recycle programs</li> <li>• Presoaked chemical wipes</li> <li>• All-Natural oil-sorbent products</li> <li>• Simple Green</li> <li>• Environmentally safe firefighting foam</li> </ul>   | * |
| 44 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.    | Safeware is not a certified WMBE, SBE, or Veteran Owned Business. We are self-certified as a Small Business in the federal space. We enjoy and seek out opportunities to partner with local WMBE, SBE, DBE and other designated businesses when the opportunity presents itself and is in the best interest of the customer.  | * |

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| 45 | <p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p> | <p>Safeware is a unique supplier in the public safety and emergency management market. The channel was established based on a fragmented network of independent dealers. This dealer network was designed to accommodate a large number of customer departments, some of them volunteers, which represented a fragmented and difficult to reach customer base requiring highly specialized products. The dealer channel was established so that a vast network of very small, independent dealers would cover this large quantity of small departments in a specified region. The manufacturers could not directly reach these end-users, so they focused on the larger departments and drew that business through the local dealer who carried the same products to the locals in the area. This traditional market has served the public safety and emergency management market for many years, and many quality small distributors continue to serve these local markets.</p> <p>Safeware has brought a national presence to the public safety and emergency management market. Our market focus has flourished around the users in the departments who are historically underserved with growth centered around HAZMAT and Rescue and Dive equipment, for example. We have been market leaders in providing ballistic protection in fire teams and providing timely response innovations such as tourniquets, plates, and carriers for Police and Fire, fentanyl response, and pandemic/virus supplies.</p> <p>Safeware has a market focus in the US's largest cities, and we provide personal, hands-on service in these markets with local representation. Over the past ten years, our efforts to create a national footprint with local service representation have resulted in a unique approach to this market.</p> |
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**Table 9: Warranty**

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

| Line Item | Question  | Response *   |   |
|-----------|---|--|---|
| 46        | Do your warranties cover all products, parts, and labor?  | The scope of this contract is very broad and involves thousands of products, each of which has its own warranty. There is no general answer to the overall warranty for products though we are proud of our reputation for solving customers concerns in a timely and satisfactory manner. Safeware honors all applicable manufacturers' warranties. Products purchased under this contract will be covered by the warranties established by the manufacturer.   | * |
| 47        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?   | Manufacturers' warranties almost always cover workmanship and normal wear and tear. There are typically exclusions for failure due to customer neglect or improper use.  | * |
| 48        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?   | We are not aware of any manufacturers' warranties that cover these costs.  | * |
| 49        | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | We have no territory restrictions regarding warranty support.  | * |
| 50        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?  | All items for this contract are provided by Safeware. We do not refer customers to the manufacturer for warranty support. Rather, we coordinate all applicable warranty support for our customers.<br><br>Safety concerns and recalls of products are tracked by our Quality Manager to insure a timely response. Warranty claims and concerns can be handled by contacting a Safeware representative who will have an RMA issued for the product and oversee the repair or replacement of products covered by manufacturer's warranties.  | * |
| 51        | What are your proposed exchange and return programs and policies?   | We offer a 60-day policy for refund and exchange of non-custom merchandise. If the end user does not contact us within 60-days of receiving products, we cannot guarantee a return or exchange.<br><br>Return Policy:<br><br>All returns and exchanges must be authorized by a company representative and a Return Material Authorization (RMA) must be issued to the requesting entity prior to any return shipment.<br><br>Returns may be subject to a restocking fee per the Original Equipment Manufacturers (OEM) requirements.<br><br>Return freight is the responsibility of the customer.<br><br>Refunds will only be provided on new product in OEM packaging.<br><br>Safeware reserves the right to withhold outbound freight costs from any issued credit.<br><br>All returns must be returned to Safeware within 30 days of RMA issuance or RMA will be cancelled. | * |
| 52        | Describe any service contract options for the items included in your proposal.  | Safeware is including a services price list with our proposal. Service contracts based on this service pricing are available under the proposed agreement.   | * |

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

| Line Item | Question   | Response *  |   |
|-----------|--|---|---|
| 53        | Describe your payment terms and accepted payment methods.  | Our payment terms are Net 30.   | * |
| 54        | Describe any leasing or financing options available for use by educational or governmental entities.   | Any item listed on this contract may be offered as a leased item. Purchase orders for leased items must be made out to the leasing agent, however Safeware holds the leasing agent responsible for reporting to us so that these contract sales will be reported to Sourcwell and included in the administrative fee. | * |
| 55        | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | Safeware is flexible. We do not have any standard transaction documents that customers are required to utilize.   | * |
| 56        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?  | Yes, Safeware accepts P-Cards and there are no additional costs to pay with a P-Card.   | * |

**Table 11: Pricing and Delivery**

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

| Line Item | Question   | Response *   |   |
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| 57        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | <p>Safeware's proposed pricing model for this contract is a Percentage Discount from Catalog/Category. A uniform discount taken from the published Safeware Catalog Price will be offered across all product categories in this contract, and a separate discount will be offered for all services. The discounts will be applicable for all products and services in the Safeware Catalog, which is encompassed of individual price files for each of our vendor partners. See Safeware Pricing Attachment for discounts by Category as well as a Supplier/Manufacture list of currently available product lines. We have also attached over 220 of our current Catalog Price files.</p> <p>The products included in this RFP response will be defined as those products found in the Safeware Catalog. The Safeware Catalog will be available online* and may be updated at any time, though the stated contract discounts will not decrease for the life of the contract. The prices indicated in these files will represent the ceiling price for the contract. Contract Prices may be reduced at any time.</p> <p>*Exception: Please note that due to national security concerns, certain security sensitive product price lists will be provided upon request and will not be available online.</p> <p>Catalog Updates</p> <p>Our suppliers are constantly updating their products lines in order to provide our public safety customers with the newest technologies, items, and services to keep them safe. Because of this ongoing innovation, Safeware in turn is constantly updating our catalog based on new manufacture relationships and updating price files with additional product, removing outdated and discontinued products, and editing products part numbers and descriptions. As a consequence of the extreme economic circumstances, some suppliers and items require frequent price updates. Due to the vast number of product lines and SKU's included in the scope of this contract, such changes are expected to take place daily so Safeware proposes the following Product and Pricing Change Protocol:</p> <p>Safeware's Contract Pricing will be available online</p> | * |

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|    |  | <p>via our individual Catalog Price Lists for each of our suppliers. The posted price lists will demonstrate the current contract pricing, which will be updated in real time as needed.</p> <p>Once per quarter, Safeware will provide Sourcewell with an updated Contract Supplier List, along with a list of price files that have been updated in the previous 3 months. Upon request, we will provide copies of the updated price lists (which can also be found online) as well as details to justify the changes.</p> <p>Catalog Location/Access</p> <p>Safeware Catalog Pricing will be located on our website. Because we know that not all government procurement departments work the same, we have developed several methods for checking compliance with our contract pricing. Upon award, we will create a landing page for Sourcewell customers to view the Public Safety and Emergency Management Contract Documents and Contract Supplier List. Pricing will be made available in the following formats:</p> <ol style="list-style-type: none"> <li>1. PDF Catalog Price Files will be published to our website, accessible to customers with a login/password (temporary login information is below).</li> <li>2. PDF Catalog Price Files will be published to a file sharing website either Exavault or OneDrive, accessible to anyone with the link.</li> <li>3. Items available through our website will show Safeware Catalog Price as well as the contract discount to customers who are logged into our website.</li> </ol> <p>Website Link: <a href="https://www.safewareinc.com/">https://www.safewareinc.com/</a><br/> Username: sourcewellcustomer@safewareinc.com<br/> Password: Sourcewell@12345</p> |   |
| 58 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | <p>Sourcewell members will receive a 41% discount off Safeware Catalog List price for products and a 10% discount for Services and Training.</p> <p>Market Basket</p> <p>In order to demonstrate the depth and breadth of products offered, as well to provide an example of our pricing, we have created a Market Basket of items that are a representative sample of the items we will provide as part of this contract. Please see Safeware Pricing Attachment for the Market Basket.</p>   | * |
| 59 | Describe any quantity or volume discounts or rebate programs that you offer.   | <p>Safeware routinely offers our state and local government customers functional discounts on one-time large purchases. Sales greater than \$20,000 may be eligible for additional price discounts from manufacturers and are flagged in our system to indicate that additional price concessions should be sought from the manufacturer.</p> <p>Additional discounts will be evaluated and offered on a case-by-case basis. Such discounts may occur for myriad reasons including volume, quantity, special manufacturer discounts, or Dealer of Record (DOR) programs. Safeware makes a practice of passing along additional discounts to our customers, so the discounts offered for product will always be at least 41% (10% for services).</p> <p>Many Safeware customers have their own rebate and incentive programs based upon customer requirements. Rather than offering a single program for all public agencies, we will continue to follow the incentives provided by individual customers. Such rebates are not formulaic, but we will work with each specific municipality to offer rebates specific to their purchase.</p>   | * |

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| 60 | Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.  | If a customer requires an item not currently found in the Safeware Catalog, Safeware will provide a quote for such request and the item will be added to the Safeware Catalog for future contract ordering. The minimum discount will remain 41% for products and 10% for services. Safeware anticipates adding additional product to this contract as we form relationships with new suppliers in the Public Safety market. When this occurs, we will add the new product lines to our online catalog, via a Safeware Catalog Price file for that manufacturer. Additions to the contract will be an on-going process, and quarterly updates will be communicated to Sourcewell per the process detailed in question 57 above. | * |
| 61 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | All costs of acquisition are included in the item pricing. There will be no third-party costs imposed on the customer. If installation or training is required, it will be quoted to the customer before the sale and will be listed as a separate line item on the quote.  | * |
| 62 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.  | Standard ground shipping to the contiguous United States (lower 48) will be included in the pricing for Sourcewell Members. Any expedited, over-night, courier, and any other nonstandard ground shipping deliveries will be billed. Additionally, HAZMAT fees will be billed. NOTE: HAZMAT fees, which are imposed by the shipper, will be billed at cost, but are typically \$39/case of material shipped.<br><br>Safeware also provides technical service to items sold through the contract. When customer owned equipment is sent to Safeware for maintenance or repair, the customer will be responsible for those costs.   | * |
| 63 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | Freight will be billed on all contract orders delivered to Alaska, Hawaii, US Territories, and Canada. This includes standard, expedited, over-night, courier shipping or any other nonstandard shipping. Additionally, HAZMAT fees will be billed. NOTE: HAZMAT fees, which are imposed by the shipper, will be billed at cost, but are typically \$39/case of material shipped.   | * |
| 64 | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | Safeware has vast experience in dealing with national emergencies that have required the use of unique delivery methods. (See response to Table 6, question 30.) We have shipped products using next flight out, expedited ground shipping, and have also booked cargo planes, hired couriers, and even utilized helicopter delivery. Safeware is very familiar with special ways to get product to our customers when conventional methods do not meet requirements  | * |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *  | Comments |
|-----------|---|----------|
| 65        | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. |          |

**Table 13: Audit and Administrative Fee**

| Line Item | Question | Response * |
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| 66 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | <p>Safeware has enjoyed over a decade of experience with national cooperative contracts. During that timeframe, we have learned techniques and systems to employ that assure contract compliance and pricing auditability. Our proposal includes pricing calculated by a uniform discount applied to an electronic Safeware list price. This allows our internal system tied to the Sourcewell contract to follow a formula that can only create a price by applying this discount level to the Safeware list price. All orders are placed by our internal customer service team and our internal system will flag any questionable items or proposals that do not match this formula.</p> <p>This same system allows us to track sales by a Sourcewell contract code and providing up to date spend analysis and reporting. This code applies to any eligible customer for Sourcewell in our system and will capture all contract sales referencing this number. This process allows both Safeware and Sourcewell to be confident that the fee reported to Sourcewell and paid by Safeware is in accordance with the contract.</p>   | * |
| 67 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.  | As previously discussed, we have a system in place that will track every Sourcewell contract order. With this information, we can create a wide variety of reports that will look at growth in sales across individual customer, customer class, or even region. We distribute weekly reports to our sales team around orders placed, orders shipped, and orders that have billed. We summarize our sales for our group each month and will include this Sourcewell contract to create a visual of sales growth and success with the contract.  | * |
| 68 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)   | <p>Safeware understands that there are soft costs included with soliciting, awarding, managing, marketing and promoting a cooperative contract. We appreciate the opportunity to have this vehicle available for customers to save them the costs of this process and get the safety products that they need in an expeditious and efficient manner.</p> <p>Having said that, Safeware has built a brand in the marketplace over the past 40 plus years as the go-to supplier for public safety needs. Our field team will be promoting this cooperative vehicle with their customer contacts and actively engaging customers in the field. Safeware is a national distributor of safety products and because of that we operate on a limited amount of gross profit per sale, often single digits of margin. We do not operate like many other manufacturers who can just include an additional percentage in their list price to cover a cooperative fee. Our proposal also includes shipping in the price of each item which will come directly out of that gross profit number.</p> <p>Furthermore, a single or dual award will result in larger opportunities for both Sourcewell and Safeware.</p> <p>After taking these considerations into account, Safeware proposes the following administrative fee options for all Sourcewell contract sales:</p> <ul style="list-style-type: none"> <li>• Two or less vendors are awarded a contract <ul style="list-style-type: none"> <li>o 1.5% Admin fee</li> </ul> </li> <li>• Four or less vendors are awarded a contract <ul style="list-style-type: none"> <li>o 1.0% Admin fee</li> </ul> </li> <li>• Five or more vendors are awarded a contract <ul style="list-style-type: none"> <li>o 0.75% Admin fee</li> </ul> </li> </ul> <p>We can pay this fee quarterly or annually based upon closed contract sales. This will not be listed as a separate line item or fee to the end using entity and will be paid by Safeware directly out of our gross profit on all Sourcewell contract sales.</p> | * |

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

| Line Item | Question  | Response *   |
|-----------|---|--|
| 69        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>We are Public Safety and Emergency Management experts. Safeware maintains relationships with a myriad Public Safety manufacturers and vendors and is constantly making new partnerships as we discover new and innovative product lines. Safeware is proposing products and solutions that meet the requirements of all the categories outlined in this RFP. We are submitting Safeware Catalog Price files for over 220 of these manufacturers, including a Safeware Technical Service Price File, (See Pricing Zip File) and will continue to update our offering for the life of the contract. A Supplier/Manufacture list of currently available product lines can be found as an attachment in the Pricing Zip File.</p> <p>Safeware is more than a provider of product – we offer an entire spectrum of capability. When a public entity has a specific need or requirement, whether it is a product or service, we have the capacity to source and fulfill those needs in a timely fashion for every category.</p> <p>Here are examples of the types of products offered in each of the categories:</p> <ul style="list-style-type: none"> <li>• <b>Law Enforcement and Corrections:</b> Safeware offers a full suite of Law Enforcement and Corrections products and solutions. Examples include, but are not limited to, ballistic protection, biometrics, cameras and accessories, civil disturbance, clothing, communications equipment, crime scene equipment, security operation centers and control room equipment, license plate recognition, detection, device mitigation, drones, duty gear, enterprise systems, eye protection, forensics, hand, head and face protection, optics, radio communications, K9 and animal supply, respiratory protection, real time crime centers and emergency operations centers, robotics, PSIM, safety and security tools, security consulting, training and simulations, tactical wear, tactical medical and first aid supplies, video and sound analytics, facial recognition, security center display walls, corrections access controls and locks, doors, gates, fencing, and key management, video surveillance, visitor management, suicide radar and more.</li> <li>• <b>Fire, EMS, and Search and Rescue:</b> Safeware offers a full suite of Fire, EMS, and Search and Rescue products and solutions for first responders. Examples include, but are not limited to, clothing, communications, drones, equipment storage, first aid, lighting, hand and foot protection, gas detection, HAZMAT response, head and face protection, decontamination, rescue gear, respiratory protection, robots, service, suppression, technical rescue gear, tents and shelters, thermal imaging, video and sound analytics, tools, training, turnout gear, workwear and more.</li> <li>• <b>Medical, Health Service and Public Health:</b> Safeware offers a full range of Medical, Health Service and Public Health products and solutions for Sourcewell Members. Examples include, but are not limited to, PPE, respiratory protection, disinfection equipment, medical surge, medical supplies and devices, public health shelter systems, utility shelters, medical surge beds, traffic safety, training, vapor detection, panic alerts and more.</li> <li>• <b>Human Services, Housing, Homelessness, and Mental Health:</b> Safeware offers a full range of Human Services, Housing, Homelessness, and Mental Health products and solutions for customers. Examples include, but are not limited to, temporary shelters, cots, temporary showers, decontamination supplies, temporary offices, walk thru detection, bottled water, MRE's, PPE, video surveillance, fencing and more.</li> <li>• <b>Emergency Management:</b> Safeware offers a full range of Emergency Management products and solutions for natural and homeland disasters, crises, civil disturbance, pandemics, and any other emergency that may arise. We offer a 1-800 number for Sourcewell Members to call 24/7. Examples include, but are not limited to, shelters, rescue gear, first aid, filtration systems, PPE, HAZMAT response, respiratory protection, decontamination, training, CERT equipment, mobile command equipment and more.</li> <li>• <b>Public Utilities and Public Works:</b> Safeware offers a full range of Public Utilities and Public Works products and solutions. Examples include, but are not limited to, clothing, protection kits, barricade tapes, chemical protective, communications equipment, confined space, enterprise systems, footwear, protective gloves, hard hats, hearing protection, lockout tagout, repellent, respirator/air filtration, respiratory protection, safety eyewear, signs, turnout gear, workwear, emergency eye wash, water safety, hi-visibility apparel and outerwear, fall protection, detection, security consulting, design engineering, installation and service and more.</li> <li>• <b>Transit and Transportation:</b> Safeware offers a full range of Transit and</li> </ul> |

|    |  |   |
|----|--|---|
|    |  | <p>Transportation products and solutions. Examples include, but are not limited to, fall protection, head, hearing, eye and face protection, biometrics, drones, training, thermal cameras, communications equipment, enterprise systems, gas detection, security screening and threat detection, security operations centers and control room equipment, PSIM, video and sound analytics, facial recognition, security center display walls, video surveillance, security consulting and more.</p> <ul style="list-style-type: none"> <li>• Providers of services similar or related to the services described in subsections above: <ul style="list-style-type: none"> <li>o Services: Safeware provides value added services, including but not limited to: SBCA maintenance and repair, SCBA flow testing, cylinder hydrostatic testing, fit testing, CBRNE instrument calibrations and repair, level A suit testing, fire hose testing, PPE cleaning, air compressor repair and maintenance and breathing air testing.</li> <li>o On-Site Training Services: We offer many services that require on-site training or testing to insure proper use of equipment for end users. Such services include, but are not limited to: <ul style="list-style-type: none"> <li>Respirator Fit Testing</li> <li>Product training/operation</li> <li>Donning/doffing PPE</li> <li>Fitting helmets</li> <li>Fitting PPE</li> <li>Fitting uniforms, boots</li> <li>Confined Space entry training</li> <li>Sign surveys</li> <li>Eyewash surveys</li> <li>OSHA compliance surveys</li> </ul> </li> <li>o Training: Our training includes, but is not limited to, the following categories: <ul style="list-style-type: none"> <li>Drug Enforcement</li> <li>Active Aggressor</li> <li>Drone</li> <li>Rope Rescue</li> <li>Hazardous Chemical</li> <li>Public Order Strategy</li> </ul> </li> <li>o Consulting: Our sales representatives advise customers on proper equipment needed for specific situations. Examples of this include Safeware's offering of public order gear in which we have been pioneers in the industry.</li> <li>o Leasing/Financing: Any item listed on this contract may be offered as a leased item. Purchase orders for leased items must be made out to the leasing agent, however, Safeware holds the leasing agent responsible for reporting to us so that these contract sales will be reported to Sourcewell and included in the administrative fee.</li> <li>o Garment Services: Safeware offers embellishments and alterations as a component of our uniform offering.</li> <li>o Trade-Ins: Safeware offers trade in programs for contract purchases. These are either special offers from a manufacturer for a specific period of time, or a special incentive offered for a particular piece of business. The Trade-In Program is as follows: <ul style="list-style-type: none"> <li>A Safeware quote will provide the Contract Price for the new item as well as the Trade-In Value of the item being traded in. The customer will be given a Contract Price Net of the Trade-In. This quote will reference the customer's intent to trade-in material. For example: if the Contract Price for the new item is \$100 and the Trade-In Value is \$25, then the Net Contract Price will be \$75.</li> <li>Upon receipt of order, the Trade-In materials will either be picked up by a Safeware representative or a representative will send a return label for shipment.</li> </ul> </li> </ul> </li> </ul> |
| 70 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <p>Law Enforcement and Corrections:</p> <ul style="list-style-type: none"> <li>• Aviation Supplies</li> <li>• Canine</li> <li>• Crime Scene Equipment</li> <li>• Detection of Hazardous Substances</li> <li>• Domestic Security</li> <li>• EOD/Bomb Equipment</li> <li>• Incident Management</li> <li>• License Plate Recognition and Related Products</li> <li>• Major Crimes / Gang</li> <li>• PPE</li> </ul>   |

|  |  |  |  |
|--|--|--|--|
|  |  | <ul style="list-style-type: none"> <li>• Real Time Crime Center</li> <li>• Search and Rescue</li> <li>• Tactical Entry</li> <li>• Training</li> <li>• Any Related Products and Services</li> </ul> <p>Fire, EMS, and Search and Rescue</p> <ul style="list-style-type: none"> <li>• Decon Equipment</li> <li>• Detection</li> <li>• Electrical Battery Safety</li> <li>• PPE</li> <li>• Rescue Equipment</li> <li>• Training</li> <li>• Any Related Products and Services</li> </ul> <p>Medical, Health Service and Public Health</p> <ul style="list-style-type: none"> <li>• Field Hospitals and Equipment</li> <li>• Injectors</li> <li>• Medical Devices</li> <li>• Mobile Mortuary</li> <li>• Pandemic Response</li> <li>• PPE</li> <li>• Radiation Safety</li> <li>• Stop the Bleed</li> <li>• Any Related Products and Services</li> </ul> <p>Human Services, Housing, Homelessness and Mental Health</p> <ul style="list-style-type: none"> <li>• Bottled Water</li> <li>• Decontamination</li> <li>• MRE's</li> <li>• Physical Security/Detection</li> <li>• Portable Housing/Shelters</li> <li>• Shelter in Place</li> <li>• Any Related Products and Services</li> </ul> <p>Emergency Management</p> <ul style="list-style-type: none"> <li>• CERT Equipment</li> <li>• Climate Catastrophe Planning</li> <li>• Emergency Shelter</li> <li>• Flood Response and Detection</li> <li>• Incident Management</li> <li>• LCP Water Filtration</li> <li>• Mobile Command</li> <li>• Any Related Products and Services</li> </ul> <p>Public Utilities and Public Works</p> <ul style="list-style-type: none"> <li>• Bridge and Line Inspection and Safety</li> <li>• Detection</li> <li>• Electrical Safety</li> <li>• PPE</li> <li>• Water Safety</li> <li>• Any Related Products and Services</li> </ul> <p>Transit and Transportation</p> <ul style="list-style-type: none"> <li>• Aviation</li> <li>• Detection</li> <li>• Fall Protection</li> <li>• PPE</li> <li>• Training</li> <li>• Any Related Products and Services</li> </ul> <p>Services for Public Safety and Emergency Management Solutions</p> <ul style="list-style-type: none"> <li>• Product Services</li> <li>• On-Site Training Services</li> <li>• Training</li> <li>• Consulting</li> <li>• Leasing/Financing</li> <li>• Garment Services</li> <li>• Trade-Ins</li> <li>• Any Related Services</li> </ul> |  |
|--|--|--|--|

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions offered within your proposal are intended for use by the types of entities listed. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type   | Offered *  | Comments   |   |
|-----------|--|--|--|---|
| 71        | Law enforcement and corrections  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | The Public Safety and Emergency Management Solutions offered within our proposal are intended for use by this category.            | * |
| 72        | Fire, EMS, and Search and Rescue   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | The Public Safety and Emergency Management Solutions offered within our proposal are intended for use by this category.            | * |
| 73        | Medical, Health Service, and Public Health   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | The Public Safety and Emergency Management Solutions offered within our proposal are intended for use by this category.            | * |
| 74        | Emergency Management   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | The Public Safety and Emergency Management Solutions offered within our proposal are intended for use by this category.            | * |
| 75        | Public Utilities and Public Works  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | The Public Safety and Emergency Management Solutions offered within our proposal are intended for use by this category.            | * |
| 76        | Transit and Transportation   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | The Public Safety and Emergency Management Solutions offered within our proposal are intended for use by this category.            |   |
| 77        | Providers of services similar or related to the services described in line items 71 - 76 above | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | The Public Safety and Emergency Management Solutions offered within our proposal are intended for use by all the above categories. |   |

## Exceptions to Terms, Conditions, or Specifications Form

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

### Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Safeware\_Pricing\_080922\_2022.8.8.zip - Monday August 08, 2022 15:22:25
- [Financial Strength and Stability](#) - FinStrength\_12.Safeware\_FinState2021.pdf - Monday August 08, 2022 15:45:06
- [Marketing Plan/Samples](#) - Marketing Plan Documents.zip - Friday August 05, 2022 09:12:52
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples (optional)
- [Upload Additional Document](#) - Additional Documents.zip - Thursday August 04, 2022 14:03:19

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

☐ Yes ☒ No

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

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

| File Name  | I have reviewed the below addendum and attachments (if applicable) | Pages |
|--|--|-------|
| <b>Addendum_7_Public_Safety_and_Emergency_Management_Equipment_RFP_080922</b><br>Thu August 4 2022 10:54 AM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_10_Public_Safety_and_Emergency_Management_Equipment_RFP_080922</b><br>Mon August 1 2022 04:32 PM | <input checked="" type="checkbox"/>                                | 2     |
| <b>Addendum_9_Public_Safety_and_Emergency_Management_Equipment_RFP_080922</b><br>Thu July 28 2022 04:03 PM   | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_8_Public_Safety_and_Emergency_Management_Equipment_RFP_080922</b><br>Wed July 27 2022 10:43 AM   | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_6_Public_Safety_and_Emergency_Management_Equipment_RFP_080922</b><br>Thu July 21 2022 04:32 PM   | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_5_Public_Safety_and_Emergency_Management_Equipment_RFP_080922</b><br>Thu July 14 2022 03:16 PM   | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_4_Public_Safety_and_Emergency_Management_Equipment_RFP_080922</b><br>Wed July 13 2022 01:21 PM   | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_3_Public_Safety_and_Emergency_Management_Equipment_RFP_080922</b><br>Mon July 11 2022 02:31 PM   | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_2_Public_Safety_and_Emergency_Management_Equipment_RFP_080922</b><br>Fri July 8 2022 01:36 PM    | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_1_Public_Safety_and_Emergency_Management_Equipment_RFP_080922</b><br>Thu June 30 2022 01:20 PM   | <input checked="" type="checkbox"/>                                | 2     |