

Solicitation Number: RFP #051321

#### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Deccan International, 6755 Mira Mesa Blvd., Suite 123-103, San Diego, CA 92121 (Vendor).

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

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

#### 1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires July 27, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

#### 2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

- B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.
- C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

#### 3. PRICING

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

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

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

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

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

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

- B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt entity.
- C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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

#### 4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

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

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

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

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

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

#### 6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.
- C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.
- D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:
  - 1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
  - 2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
  - 3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.
- E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

#### 7. CUSTOMER SERVICE

- A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:
  - Maintenance and management of this Contract;
  - Timely response to all Sourcewell and Participating Entity inquiries; and
  - Business reviews to Sourcewell and Participating Entities, if applicable.

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

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

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

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- 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 Vendor.

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

The Vendor will submit payment to 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 Vendor'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.

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

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

## 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

- A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.
- B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.
- F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

#### 11. LIABILITY

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

#### 12. GOVERNMENT DATA PRACTICES

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

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

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

#### A. INTELLECTUAL PROPERTY

- 1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
- 2. Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
- 5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.
- D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

## 14. GOVERNING LAW, JURISDICTION, AND VENUE

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

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

#### 17. PERFORMANCE, DEFAULT, AND REMEDIES

- A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:
  - 1. *Notification*. The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
  - 2. Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
  - 3. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.
- B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:
  - 1. Nonperformance of contractual requirements, or
  - 2. A material breach of any term or condition of this Contract.

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

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

#### **18. INSURANCE**

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

1. Workers' Compensation and Employer's Liability.

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, and except as may be addressed by subsection 18. E. below, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits: \$2,000,000

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

Minimum limits: \$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

- C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all

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

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

#### 19. COMPLIANCE

- A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.
- B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

- A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by nonfederal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.
- C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

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

- D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.
- E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.
- F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

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

- H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.
- L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### 22. CANCELLATION

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

Sourcewell

Docusigned by:

Jeremy Sulwartz

COFD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

7/28/2021 | 11:43 AM CDT

Deccan International

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Tracy Gonzales

Title: Senior Manager Sales Support

7/27/2021 | 10:03 AM CDT

Approved:

DocuSigned by:

Chad Coauette

Title: Executive Director/CEO

7/28/2021 | 11:46 AM CDT

Date:

## RFP 051321 - Public Safety Software

#### **Vendor Details**

Company Name: Deccan International

Does your company conduct business under any other name? If

f CA

yes, please state:

9444 Waples St, Suite 300

Address:

San Diego, California 92121

Contact: Tracy Gonzales

Email: tracyg@deccanintl.com

Phone: 858-764-8363
Fax: 858-764-8401
HST#: 33-0864002

#### **Submission Details**

 Created On:
 Monday April 12, 2021 14:31:21

 Submitted On:
 Wednesday May 12, 2021 13:17:51

Submitted By: Tracy Gonzales

Email: tracyg@deccanintl.com

Transaction #: 3f6d3155-d954-4d60-8d69-ecef849c5b80

Submitter's IP Address: 174.79.12.119

#### **Specifications**

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

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Deccan International *
2	Proposer Address:	9444 Waples Street, Suite 300, San Diego, CA 92121
3	Proposer website address:	www.deccanintl.com *
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Tracy Gonzales Senior Manager, Sales Support 9444 Waples Street, Suite 300, San Diego, CA 92121 tracyg@deccanintl.com 858-764-8363
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tracy Gonzales Senior Manager, Sales Support 9444 Waples Street, Suite 300, San Diego, CA 92121 tracyg@deccanintl.com 858-764-8363
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A - all parties involved have been listed in the fields above.

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	A woman-owned small business (DBE/MBE/WBE), Deccan International is the leading provider of turnkey software solutions and services for public safety strategic and real-time deployment planning and analysis. Founded in 1995, Deccan has pioneered in the development of computer-aided-dispatch analysis software for over 25 years, and continues to develop new and enhanced decision-support tools to help Fire Departments, Emergency Medical Services (EMS), and Emergency Communication Centers operate more efficiently and make informed strategic and tactical decisions.
		Deccan offers a powerful suite of software applications - ADAM (Apparatus Deployment Analysis Module), BARB (Box-area Automated Run-card Builder), LiveMUM (Live Move-up Module) and DiVa (Dispatch Validator) - that provide an array of benefits such as superior performance analysis, budgetary defense and planning, real-time optimization of resources, disaster planning and enhanced interoperability, and improved Communication Center operations with real-time coverage and automated move-up recommendations.
		ADAM, LiveMUM and BARB were built by Dr. Raj Nagaraj, a consultant in public safety with a Ph.D. in Industrial Engineering/Operations Research. He has both rigorous academic training and experience working in fire departments. As Deccan International's Chief Technology Officer (CTO), he remains intimately involved in development of both the current and next generation applications.
		In the space of deployment technology for fire and EMS departments, Deccan has had the longest tenure in the industry, having been in business for over two decades. Deccan supports significantly more large metro Fire Departments than any other vendor, with roughly 50% of major North American metro departments, and over 200 client application installations. No other provider has the expertise, resources, and product suite that can adequately support the complex analysis needs of Fire and EMS agencies, both large and small alike, across North America.
		Deccan is unique in its particular and comprehensive set of decision-support software developed specifically and exclusively for Fire and EMS agencies. Contrasting with other providers who force fit general tools for other industries (e.g., public sector facilities, law enforcement), Deccan's solutions are built to suit the unique demands of emergency services, and Deccan is proud to have former public safety personnel on its team who bring in real-world knowledge and experiences and lend their support and guidance to our clients. Deccan applications are routinely purchased as the only product in the market that can address our clients' analysis and deployment planning needs. Our ability to meet the strictest and most demanding requirements in this space is evidenced by our clientele, which includes many of the major metropolitan departments in the U.S. and Canada, including FDNY Fire Department & EMS, Philadelphia Fire Department, Los Angeles Fire Department, Toronto Fire Department, and Seminole County EMS/Fire/Rescue, to name a few. Deccan software deployed at our client sites throughout the world currently serves 70 million people in the United States, 1 in 3 in Canada, and nearly one-quarter of Australians.
		Deccan's business philosophy and core values center around consistently providing superior customer service. Unlike many other software companies, Deccan takes a collaborative, consultative approach in our client relationships. We develop close working relationships with our clients that foster partnership and collaboration, and we work alongside our clients by translating business rules and operational policies into application-specific configurations, running analyses, and ultimately providing easy-to-understand, tangible, data-driven answers to real world deployment-related problems. As we engage with our clients on a variety of projects, we learn more about each agency's operations. This increased institutional knowledge of our clients' operations enables Deccan both to make proactive suggestions as well as to apply lessons learned to our applications, fueling future development. Further, this increase in knowledge may be shared (barring any issues of confidentiality) with other agencies as well. Our deep experience with many progressive departments has resulted in countless benefits both to our applications and to our entire client base. We have no doubt that this will also apply to our future clients, as well.
8	What are your company's expectations in the event of an award?	In the event that Deccan is awarded a Sourcewell contract, Deccan will promote and market this contract as a primary procurement method through our Sales team and Marketing department. We will ensure that our client base of 200+ agencies are aware of the contract and its benefits. And we will diligently work to expand our client base by actively marketing our products to Sourcewell participating entities.
9	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.	Deccan international is a privately held corporation and is not controlled, owned, or managed by any other entity. The company is financially stable and has never filed for bankruptcy or insolvency. Deccan has a proven record that demonstrates financial capacity to undertake and complete projects as proposed and to deliver the applications and services in accordance with the RFP requirements. In addition, Deccan has a proven record of successfully maintaining all existing clients and is structured with the flexibility to support new business as our client base expands. To further attest to Deccan's financial strength and stability, supporting documentation of a Bank Reference Letter and current Dun & Bradstreet report have been uploaded to the Financial Strength and Stability category within Step 2 - Documents on the Sourcewell RFP submission site.
10	What is your US market share for the solutions that you are proposing?	Deccan software deployed at our client sites through the United States currently serves 70 million people (more than 20% of the United States population), and is installed in nearly half of the largest metropolitan fire departments in North America.
11	What is your Canadian market share for the solutions that you are proposing?	Deccan software deployed at our client sites throughout Canada currently serves 1 in 3 Canadians, and is installed in roughly 50% of the largest metropolitan fire departments in North America.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Deccan has never petitioned for bankruptcy protection.

14	products proposed in this RFP. If applicable, is your dealer network independent or company owned?  b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?  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.	contact their assigned Project Manager for any help, technical issues, requests, etc. Deccan International provides comprehensive solutions for all of our clients with our unique project management approach and unparalleled client service.  There are no licenses or certifications that are required to be held by Deccan in pursuit of business contemplated by this RFP.  However, Deccan maintains a partnership with Microsoft, which requires us to undergo regular assessments.  Deccan personnel also undergo CJIS certification whenever required by a customer.	*
		Further, no other competitor in our industry employs as many Ph.Ds. dedicated to developing, supporting, and extending deployment analysis tools tailored to the Fire and EMS industry as does Deccan International.	
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A; no suspension or debarment has ever been applied to Deccan.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Deccan is proud to have been recognized as a top-notch service provider and industry leader through a variety of distinguished acknowledgments:  • Deccan received a perfect score (100 out of 100 across three categories) for the period of 9/2019 – 9/2020 on our Vendor Performance Evaluation at FDNY.  • Jonathan Elson, Deccan's Chief Operating Officer, was selected to be on the National Fire Protection Association (NFPA) ProQual Committee 1022.  • Dr. Raj Nagaraj, Deccan's Chief Technology Officer, has been selected to speak a number of times at industry-leading conferences such as the Metro Fire Chiefs Conference and Pinnacle.  • Deccan enjoys a strong partnership with Esri, the leading international supplier of GIS software. As Esri's premiere, preferred partner in the Fire industry, Deccan has early access to Esri's latest technologies and applications. As such, Deccan is in the unique position to capitalize on the power of Esri's cutting-edge GIS technology.  • Deccan regularly collaborates and presents with industry leader Center for Public Safety Excellence (CPSE) on Webinars focused on of-the-moment topics.  • After undergoing a rigorous tender process, Deccan was awarded a contract by the Queensland Ambulance Service as their sole provider for Dynamic Deployment and Service Delivery Modelling.  • Deccan consistently receives the highest accolades from our customers; samplings of client testimonials have been uploaded to the Marketing Plan/Samples Document category within Step 2 - Documents on the Sourcewell RFP submission site.	*
17	What percentage of your sales are to the governmental sector in the past three years	100% of Deccan's sales in the past three years have been to the governmental sector, as Deccan exclusively provides software applications to agencies in the Fire and/or EMS industry.	*
18	What percentage of your sales are to the education sector in the past three years	N/A; 0% of Deccan's sales in the past three years have been to the education sector, as Deccan exclusively provides software applications to agencies in the Fire and/or EMS industry.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Deccan participates in the NPP.Gov cooperative purchasing agreement. We would be glad to provide information regarding the annual sales volume for this contract upon execution of a Non-Disclosure Agreement.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Deccan does not hold any other GSA contracts for Standing Offers and Supply Arrangements (SOSA).	*

## Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Metro Cities Fire Authority	Gary Gionet	(714) 765-4077	*
Loudoun County Combined Fire and Rescue System	Mike Carter	(703) 737-8510	*
Surrey Fire Service	Larry Thomas	(604) 543-6703	*

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

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Philadelphia Fire Department	Government	Pennsylvania - PA	Philadelphia FD purchased Deccan's ADAM, LiveMUM, and BARB software applications in 2014.	\$530,000 USD	\$553,357 USD
Oakland Fire Department	Government	California - CA	Oakland FD purchased Deccan's ADAM, LiveMUM, BARB, and DiVa software applications in 2018-2019.	\$451,368 USD	\$598,480 USD
New York City Fire Department	Government	New York - NY	FDNY-Fire purchased Deccan's LiveMUM, ADAM, and BARB software applications in 2005.	\$2,000,000 USD	\$3,199,107 USD
Hillsborough County Fire Rescue	Government	Florida - FL	HCFR purchased Deccan's LiveMUM, ADAM, BARB and DiVa software applications in 2018.	\$566,576 USD	\$1,662,398 USD
Montreal Fire Department	Government	QC - Quebec	Montreal FD purchased Deccan's ADAM software application in 2003.	\$95,500 USD	\$101,456 USD

#### 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 *	
23	Sales force.	Deccan's sales force is comprised of a team of industry veterans. Every employee in Sales has been in the industry for at least a decade. Lead by our VP of Sales, our two Regional Sales Managers (East and West) are responsible for the full scope of the sales process, building and maintaining strong relationships with current and new clients. In addition, Deccan's Senior Manager (Sales Support) supports our Sales team by providing daily strategic and operational support, ensuring the needs of our incoming clients are understood and met.	*
24	Dealer network or other distribution methods.	N/A; for the Sourcewell contract, Deccan would be solely responsible for distributing our software products.	*
25	Service force.	As previously mentioned, Deccan offers its clients a service force dedicated to customer service.  Well qualified project managers (PMs), who manage application build and customization projects of all sizes and levels of complexity, and provide dedicated customer support to our clients, comprise the core of the Deccan team. The PMs are supported by expert Operations Research Developers and Industrial Engineers, professionals who are proficient in supporting Fire and EMS clients to help improve operational productivity. In addition, the Deccan team is proud to have ex-public safety personnel on its team who bring in real-world knowledge and experiences.	
		No other provider in the industry has a dedicated team of project managers and data analysts whose sole role is to learn a department's priorities and translate them into customizations so that the department can focus on strategic decision making. No other competitor has as many Ph.Ds. dedicated to developing, supporting, and extending deployment analysis tools tailored to the Fire and EMS industry. Deccan's engineering team is comprised of unique professionals that straddle the academic field of Operations Research, which involves developing mathematical models and algorithms to address practical needs, and real-world problem solving to support industry decision making.	*
		Deccan currently employs 44 personnel, of which 7 are Project Managers, 12 are Analysts, and 11 are Engineers, all who report into the Deccan corporate home office in San Diego, California.	

26	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.	To support our clients with the highest level of customer service and to adapt to their needs as they evolve over time, Deccan employs Project Managers, Analysts, and Engineers who support the client throughout the life cycle of the product.  Deccan's staff includes a number of Ph.D.'s in Operations Research Development who contribute to the culture of continuous innovation and improvement. Their expertise is applied through both direct and indirect exposure to the client facilitated through a client's dedicated Project Manager. The academic and professional experience of these individuals ensure that client deliverables utilize the best methods available to keep applications at the state of the art. Feedback from clients keeps them relevant and applicable to current real-world issues. Further reinforcing this commitment to supporting changing requirements is the practice of regular maintenance updates. At these updates, the performance of the applications is reassessed, new data is implemented, and adjustments are made to address ongoing needs. Deccan's success and overwhelming market dominance for over two decades is largely due to our capability to develop and maintain innovative solutions meeting specific and evolving client requirements.  As previously mentioned, when a participating agency becomes a Deccan client, they are assigned a dedicated Project Manager, who is responsible for all support issues. The agency will have direct access to their Project Manager via a direct phone number and a direct email address. Customers simply contact their assigned Project Manager for any help, technical issues, requests, etc. If a Project Manager is unable to resolve an issue on their own, they have immediate, direct access to all levels of support within Deccan. Further, if a customer's assigned Project Manager is unavailable, customers can contact Deccan's Chief Operating Officer, Jonathan Elson, who also has immediate, direct access to all levels of customer and technical support within Deccan. Finally, if Jonath
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	to the Warranty category within Step 2 - Documents on the Sourcewell RFP submission site.  In business for over 25 years, Deccan International software has an extensive list of satisfied clients and is being used to regularly evaluate the effectiveness of current deployment, explore other scenarios, and allow decision-makers to focus on big picture issues. We have a proven record that demonstrates the capacity to undertake, complete, deliver, and maintain the applications and services as offered in our response to this RFP. Our software applications currently support over 70 million Americans, and are highly customizable and flexible to the needs and size of any department. Our clients include departments with as few as three stations and as many as 400 stations, with combinations of career, volunteer, mutual aid, and auto aid stations, as well as paid on call staff. We understand and can accommodate the needs of departments that serve a mix of urban and rural areas, taking into consideration different responses and apparatus required in different geographic areas for different incident types. Our tools are also able to model cross-staffed units to account for apparatus that share personnel.
		In addition, Deccan has a proven record of successfully maintaining all existing clients and is structured with the flexibility to support new business as our client base expands. Deccan is the gold standard for decision-support software within the industry and has been used for countless projects by agencies throughout North America. Deccan, through robust products and experienced staff, is uniquely qualified to address the deployment planning needs of Fire and EMS agencies both today and into the future, and we would be honored to have the opportunity to offer our products and services to Sourcewell participating agencies in the United States.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	In business for over 25 years, Deccan International software has an extensive list of satisfied clients and is being used to regularly evaluate the effectiveness of current deployment, explore other scenarios, and allow decision-makers to focus on big picture issues. We have a proven record that demonstrates the capacity to undertake, complete, deliver, and maintain the applications and services as offered in our response to this RFP. Our software applications currently support over 1 in 3 Canadians, and are highly customizable and flexible to the needs and size of any department. Our clients include departments with as few as three stations and as many as 400 stations, with combinations of career, volunteer, mutual aid, and auto aid stations, as well as paid on call staff. We understand and can accommodate the needs of departments that serve a mix of urban and rural areas, taking into consideration different responses and apparatus required in different geographic areas for different incident types. Our tools are also able to model cross-staffed units to account for apparatus that share personnel.  In addition, Deccan has a proven record of successfully maintaining all existing clients and is structured with the flexibility to support new business as our client base expands. Deccan is the gold standard for decision-support software within the industry and has been used for countless projects by agencies throughout North America. Deccan, through robust products and experienced staff, is uniquely qualified to address the deployment planning needs of Fire and EMS agencies both today
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving	and into the future, and we would be honored to have the opportunity to offer our products and services to Sourcewell participating agencies in Canada.  There are no geographic areas of the United States or Canada that Deccan will NOT fully serve if awarded a contract. Deccan is prepared and equipped to fully serve any geographic area in North
30	through the proposed contract.  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?	America.  Deccan welcomes the opportunity to serve any government entity throughout the United States and Canada that can benefit from Deccan's decision-support software tools. As Deccan exclusively serves the Fire and EMS industry, our products are not relevant to sectors outside of this industry.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Deccan has no specific contract requirements or restrictions that apply to participating entities in Hawaii, Alaska, and U.S. Territories. Should Hawaii, Alaska or any U.S. Territories have specific requirements that Deccan should adhere to, Deccan will comply.

## Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Should Deccan be awarded a Sourcewell contract, we will employ a variety of marketing tactics in order to promote Deccan's newfound partnership with Sourcewell. These marketing tactics will include, but are not limited to: targeted social media promotion and advertising, recognition of Sourcewell as a partner on Deccan's dedicated partner page of the marketing website as well as a direct feature on the 'Ways to Purchase' page of the marketing website, a press release sent to industry trade publications and our Deccan audience, and direct word-of-mouth promotion to Deccan clients, friends, and partners.  A number of marketing material samples have been uploaded to the Marketing Plan/Samples category	*
		within Step 2 - Documents on the Sourcewell RFP submission site.	
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	At Deccan we actively market our suite of products, industry relevant subject matter, and company and partnership news to our 4,500+ followers across multiple social media platforms to strategically enhance awareness of the Deccan brand. Our social media postings utilize targeted hashtags, subject specific content, and targeted audience campaigns. Tracking data available within each of the social media platforms is analyzed to better target our audience and messaging. Deccan's marketing website employs Search Engine Optimization and utilizes Google Analytics for enhanced tracking of visitors' behaviors.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Should Deccan be awarded a Sourcewell contract, Deccan would expect Sourcewell to market Deccan products by including Deccan marketing materials on Sourcewell's website. Should in-person Public Safety conferences begin to occur once again, Deccan would encourage Sourcewell to have a presence at these events to promote their offering to current and potential participating entities.	
		If awarded a contract, Deccan would integrate Sourcewell into our sales process in a number of ways. We would ensure that our Sales team has a solid understanding of the Sourcewell contract and the value it offers to our clients and prospective customers, so they are positioned to promote the value of the contract when interacting with current and prospective customers. Deccan would also ensure that Sourcewell has a prominent presence on our "How to Buy Deccan" website page, including a direct link back to the Sourcewell website. With Sourcewell's permission, we would also promote Sourcewell on our current marketing materials, and collaborate with Sourcewell on creating new marketing collateral that promotes the benefits of the contract.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Deccan does not currently offer our products or services through an e-procurement ordering system. Instead, all current and prospective clients have direct access to their designated Sales Representative and/or Project Manager, as well as to our Office Manager who handles all matters related to order invoices, ensuring that the order process is as smooth and efficient as possible — one of the many benefits of working with a small company whose core value is consistently providing our clientele with superior customer service.	*

Table 8: Value-Added Attributes

Line Item	Question	Response*	
36	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	When a client purchases a Deccan software tool, training is standard and is included in the purchase price. Given that Deccan products are intuitive and easy-to-use, new users are able to perform complex analysis with minimal training. However, Deccan offers a training session with all new purchases. The client's designated Deccan Project Manager will conduct training after the installation of the software application.	
	optional, who provides training, and any costs that apply.	Trainings are tailored to the level of end user, and can be broken out into beginner and advanced/trainer groups with comprehensive training materials customized for the client's specific system configurations. Apart from training, each of our clients has access to an assigned Project Manager who is available to answer technical questions, assist with analyses, and provide further training either remotely or in-person. Training materials will be provided to the client for reference and self-teaching that details step-by-step instructions on how to use the application. The client will be provided with a document detailing all of the configurations and customizations the agency ultimately chooses.	*
		All additional training courses will be provided via the web using an online meeting tool such as Join.Me. Training courses will be scheduled by the Deccan Project Manager on a day/time that is convenient for both Deccan and the client.	
		For additional details, please refer to the Statements of Work; a Statement of Work for each Deccan software application has been uploaded to the Warranty category within Step 2 - Documents on the Sourcewell RFP submission site.	
37	Describe any technological advances	Deccan International offers a number of technological advances.	
	that your proposed products or services offer.	Deccan's software is highly dependable, based on the science of Operations Research, and built and continually improved by our team of Ph.D.'s, Data Analysts, and Esri GIS experts. As specialists in Operations Research, our Ph.D.'s employ the same real-world problem solving methods and techniques as large geospatial and logistics challenged companies (e.g., FedEx and Amazon).	
		As a Silver partner, Deccan enjoys a strong partnership with Esri, the leading international supplier of GIS software. As Esri's premiere, preferred partner in the Fire industry, Deccan has early access to Esri's latest technologies and applications. Fully invested in Esri technologies, Deccan utilizes ArcGIS Server technology, including Esri Dashboards, Story Maps and ArcMap as part of its strategic solution. As such, Deccan is in the unique position to capitalize on the power of Esri's cutting-edge GIS technology. Deccan also regularly attends Esri events and conferences.	*
		Deccan also utilizes AWS cloud technology, as well as machine learning for routing and dispatch optimization	
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	N/A; Deccan International sells only software (Deccan does not sell anything physically tangible).	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A; Deccan International sells only software (Deccan does not sell anything physically tangible).	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Deccan currently holds DBE/MBE/WBE certifications as follows: state of California DBE/MBE/WBE, state of Florida DBE, Chicago DBE, Orlando MBE, Philadelphia MWBE, and New York City MBE. Documentation of certification for each has been uploaded to the WMBE/MBE/SBE or Related Certificates category within Step 2 - Documents on the Sourcewell RFP submission site.  Further, Deccan applies for certification on a case-by-case basis, and is willing and able to become certified in other states/cities if requested by a customer.	*
41	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?	Deccan International brings to bear a number of unique advantages and attributes. First, Deccan's focus has always been exclusive to Fire and Emergency Services. Contrasting with other providers who force fit general tools for other industries (e.g., sports facilities, public sector facilities, law enforcement), Deccan's solutions are built to suit the unique demands of Fire and Emergency Services. Having been in business for over 25 years, our products have been vetted over the years by a wide range of Fire and EMS departments. We have vast experience developing, implementing and supporting a variety of customized business rules for strategic and tactical decision support. Our product line is flexibly designed to accommodate unique departmental characteristics and challenges. Second, Deccan provides critical ongoing support. Our hallmark is treating clients like family and providing support on an ongoing basis. Our customers often regard Deccan as an extension of their own team, through regular interaction throughout the year. This is something that neither consultants nor one-off software developers can match. Clients do not receive a one-size-fits-all product with features built for other agencies, but rather a highly tailored and customized solution specific to the operational needs of their individual agency. Deccan is well versed in bringing our vast experience supporting Fire and EMS agencies on a multitude of different deployment strategies and corresponding analyses. Projects range in scope from building a single application for a small client department, to building a suite of applications for a multiple-agency client. Only Deccan has the team of Operations Research Developers, Software Developers, Project Managers, and Analysts to support such an approach. However, even though the solution will be customized for each agency, it will benefit from best practices attained through partnering with hundreds of other clients. Innovations developed for other agencies and best practices attained over two deca	*

#### **Table 9: Performance Standards or Guarantees**

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

Line Item	Question	Response *	
42	Describe any performance standards or guarantees that apply to your services	Deccan's software is used to help agencies develop, measure, and address agency performance indicators and standards. The agency business rules are defined through collaboration with the agency's designated Project Manager, and then those rules are incorporated into the software, allowing the agency to measure performance against customized response goals.	
		Our strategic software filters and processes key data from existing CAD Systems and/or Records Management Systems (RMS) and utilizes that historical information to measure performance against customized response criteria (key performance indicator, such as call processing interval, turnout (chute) interval, travel interval, Effective Fire Force assembly, Initial Attack Force, etc.) within client-defined performance standards (time target goals) – providing the agency with confidence that all deployment decisions are tried, tested, and certain to help streamline better outcomes for its community through advanced planning and decision-support capabilities for achieving unparalleled operational efficiency.	k
		Our tactical software reveals gaps in coverage by tracking units as they are actively responding to calls and providing instant move-up recommendations based on an agency's available resources, thereby allowing the agency to react in real time to address any performance/coverage deficiencies – saving the agency time, eliminating guesswork, and improving response.	
		While there are no guarantees that an agency will always meet their performance goals, our solutions were created toward this very end, and will help them meet those goals more often. Custombuilt to meet the unique needs of each department, Deccan's data-driven applications help Fire and EMS leaders improve their agency's response times, optimize their resources, and defendtheir budgets.	
43	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Deccan's strategic and tactical software tools are used by decision-makers in emergency services to derive operational insights into both current and historical performance. While there are no guarantees that an agency will always meet their performance goals, our solutions were created toward this very end, and will help them meet those goals more often. Deccan software tools enable agencies to:  Improve response times with effective deployment strategies  Efficiently use resources by knowing exactly where to place staff and units  Maximize budgets to have the greatest impact both now and in the future  Create an accurate and comprehensive Community Risk Assessment/Standards of Cover  Decrease risk associated with human error in manually directing move-ups  Improve coverage by dispatching units where they are actually needed  Maximize daily operations with real-time coverage monitoring and automated relocation recommendations  Increase preparedness with planning based on evidence and data  Instill confidence in personnel and elected officials by arming them with strategies that account for multiple scenarios  Achieve operational efficiency of resources in times of community need  Defend budgets by presenting meaningful data that show results and impact  Establish trust with elected officials to gain funding for important community needs  Improve ISO ratings and other accreditations to demonstrate operational success	le le

Describe any service or support contract options	Deccan is pleased to offer our clients a Warranty & Maintenance and Support plan, which begins
for the items included in your proposal.	upon delivery of the application(s).
	Deccan's Maintenance and Support includes Warranty. Therefore, provided that a client is covered and active under Maintenance and Support, the Warranty will remain active. Should a client ever terminate Maintenance and Support, the Warranty would become null and void at that time.
	As part of Maintenance and Support, Deccan provides support to our clients via phone and email during normal business hours 0900 to 1700 Pacific Time Monday through Friday with the exceptior of Deccan-observed holidays. Deccan-observed holidays include New Year's Day, Martin Luther Kin Jr. Day, President's Day, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day the Day after Thanksgiving, Christmas Eve Day, and Christmas Day.
	Included in Maintenance and Support are bi-annual data updates of the application(s). During these updates, the performance of the applications is reassessed, new data is implemented, and adjustments are made to address ongoing needs.
	All of Deccan International's applications utilize historic CAD data, street network information, and, unit information. To keep the applications current, they need to be regularly updated with CAD data GIS information and unit data. This task involves, among others, identifying new units, incident type and unit types in the new CAD data and updating the configuration tables to reflect them.
	The current perceptions of the client's operations and response criteria chosen are represented in the configuration tables. During operational changes such as new response protocols, changes to response criteria such as additions, deletions, edits, etc., tuning and optimization tests are performed to ensure that the application is running at peak performance. These configuration changes are included as a part of the application's bi-annual maintenance updates.
	The client may also send updated mapping data to be incorporated into their refreshed application As part of Maintenance and Support, these tasks would be performed bi-annually by Deccan.
	In addition to the tasks performed above, as a part of Maintenance and Support, Deccan offers additional training courses provided via the web using an online meeting tool such as JoinMe. Training courses will be scheduled by the client's Project Manager on a day/time that is convenien for both Deccan and the client.
	Finally, as a part of the goal to ensure that the applications continues to meet client needs, Decca would add enhancements to the applications on a continual basis. As part of Maintenance and Support, Deccan would offer the enhancement features during the maintenance cycle. However, any additional modules that are not part of these enhancement features would be available to the clier by requesting a quote for the same.
	Deccan's success and overwhelming market dominance for over two decades is largely due to our capability to develop and maintain innovative solutions meeting specific and evolving client requirements.
	Full details regarding Deccan's Warranty and Maintenance and Support plan can be found in the software application Statements of Work; a Statement of Work for each Deccan software application has been uploaded to the Warranty category within Step 2 - Documents on the Sourcewell RFP submission site.

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

Line Item	Question	Response *	
45	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
46	Describe any leasing or financing options available for use by educational or governmental entities.	N/A; Deccan does not offer leasing or financing options, as the custom build and configuration of our software tools takes place prior to delivery to the client.	*
47	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Deccan will provide the agency with a quote for the product(s) they are interested in purchasing. When an agency has made the determination to purchase, the Deccan Sales Representative inputs the pertinent sales details (date of purchase, purchase price, milestones, etc.) into our Salesforce CRM and a notification is sent to Accounting. Upon receipt of a Purchase Order from the agency, Deccan Accounting then handles the payment process and generates all payment-related documentation, such as invoices, receipts, and reports. Further, this entire process is closely monitored by Deccan's Sales Support Senior Manager (the Proposed Authorized Representative should Deccan be awarded a Sourcewell contract), who tracks the progression of the sale to ensure a smooth transaction. Deccan International agrees to report quarterly sales to Sourcewell as described in the Contract template.	*
48	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Deccan does accept the P-card procurement and payment process if it is the only payment option available. P-card procurement would be assessed on a case-by-case basis, and if utilized, Deccan may charge a processing fee. It is Deccan's preference to receive direct payments via ACH/EFT or check.	*

#### **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 desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
49	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Deccan is pleased to offer Sourcewell participating agencies a discount on our software applications. A pricing list has been uploaded to the Pricing category within Step 2 - Documents on the Sourcewell RFP submission site. The discounted prices indicated on the pricing list reflect a 15% reduction from our current list prices.	*
50	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing offered in Deccan's response represents a 15% reduction from list price.	*
51	Describe any quantity or volume discounts or rebate programs that you offer.	Deccan would be glad to extend an additional discount to participating agencies that purchase more than one software application at the same time. As discounts are based on a number of different variables, they will be determined on a case-by-case basis.	*
52	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	N/A; this does not apply to the software applications offered by Deccan.	*
53	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	N/A; this does not apply to Deccan International's offerings. All direct costs for Deccan software applications have been included in the pricing submitted with our response. As stated in our submitted pricing list and in each Statement of Work, the total purchase price for Deccan applications includes the application price plus the price for the 1st year of Warranty and Maintenance and Support. All software and hardware prerequisites for the applications are listed in the Statements of Work, which have been uploaded to the Warranty category within Step 2 - Documents on the Sourcewell RFP submission site.	*
54	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A; this specification is not applicable to Deccan, as Deccan delivers its software applications to its customers by uploading the application(s) to a secure FTP site, and emailing the SFTP link to the customer so they may download the application(s).	*
55	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A; this specification is not applicable to Deccan, as our software applications are delivered to our customers by uploading the application(s) to a secure FTP site, and emailing the SFTP link to the customer so they may download the application(s).	*
56	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A; this specification is not applicable to Deccan, as our software applications are delivered to our customers by uploading the application(s) to a secure FTP site, and emailing the SFTP link to the customer so they may download the application(s).	*

## Table 12: Pricing Offered

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

## Table 13: Audit and Administrative Fee

Line	Question	Poenoneo *
Item	Question	Response *

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.

From the time a sales opportunity is initiated, Deccan Sales Representatives utilize our Salesforce CRM to input all pertinent details about the potential sales opportunity, including how the client will be procuring and purchasing the application(s). This information is then included in Salesforce reports that are generated on a weekly basis and distributed to the entire Deccan sales team, as well as C-level personnel within Deccan. The Deccan sales team meets weekly, during which time this report is reviewed and discussed. When a prospective client requests pricing, the Deccan Sales Representative contacts the Deccan Sales Support Senior Manager, who is responsible for generating all quotes. The Sales Support Senior Manager then creates a quote based on the information included in Salesforce, and provides the quote to the VP of Sales and Marketing for approval. Given that the personnel involved in the creation of quotes also receive Salesforce weekly reports and are involved in weekly sales meetings during which sales opportunities are discussed, this will ensure that proper pricing will be provided to the prospective client.

When a Purchase Order from an agency has been received, the Deccan Sales Representative will forward it to Deccan Accounting. Deccan Accounting will be aware that the sale has been made through the Sourcewell contract both by the Sourcewell contract number that will be included on the Purchase Order, as well as by a reminder message from the Deccan Sales Representative. Deccan Accounting will then note in Deccan's Accounting software that the sale has been made through the Sourcewell contract. Deccan Accounting will be responsible for reporting all sales under the contract each quarter, as well as remitting the proper administrative fees to Sourcewell. The Sales Support Senior Manager (also Deccan's proposed Authorized Representative for the Sourcewell contract) also maintains a close working relationship with Deccan Accounting, and will ensure that quarterly reports and administrative fees are remitted to Sourcewell on a timely basis.

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.

Deccan has instituted a multitude of metrics to track our internal processes and measure our successes.

From the time a sales opportunity is initiated, Deccan Sales Representatives utilize our Salesforce CRM to input all pertinent details about the potential sales opportunity. Deccan Sales Representatives work closely with the Deccan Sales Support Senior Manager, who manages all sales documentation, to generate any documents required by the client, including quotes, Statements of Work, etc. Salesforce reports are run on a regular basis to ensure all relevant details about the sales opportunities are current and correct. If awarded a Sourcewell contract, Deccan will also utilize Salesforce reports to track and measure usage of the Sourcewell contract. Reports will include data related to the Sourcewell contract such as the number of leads generated, active sales opportunities, number of leads converted into opportunities, number of opportunities converted into closed sales, dollar amounts of sales by quarter/year/etc. – much of the same information that will also appear in the quarterly reports sent to Sourcewell. Further, our Sales team meets weekly to review any sales-related matters; during this meeting, the Sourcewell contract will be reviewed to ensure that our Sales Representatives are actively working to build the sales pipeline with Sourcewell participating entities, as well as making continual progress on those sales opportunities to participating entities that are already in progress.

When a sale has closed and an agency officially joins the Deccan family of clients, a comprehensive 'Sales to Operations Hand-Off' document is completed by the Sales Representative, and an interdepartmental meeting between the Sales Representative, the VP of Sales and Marketing, and the Operations department takes place during which the new software project is fully explained to the Operations team (which includes the designated Project Manager who will be in charge of the application moving forward), and the project is handed over to the Operations department to then build the product(s) for the client. Once built, Deccan applications are tested within multiple departments. After any Engineering work has been completed, department Analysts and Project Managers perform tests on functional, integration, and performance of the software. When the application has successfully passed all internal tests, it is then delivered to the client for installation.

When a product has been successfully delivered, it enters into its first annual Warranty & Maintenance and Support period. During a maintenance update or a configuration change, tuning and optimization tests are performed to ensure that the application is running at peak performance. In addition to data tuning and initial setup, Deccan works with the customer to ensure that the relevant data inputs meet the required specific business rules and required time targets. Once the client enters into the Maintenance and Support period, success is defined by the client productively using the software tool for its intended purpose(s), and the client being completely satisfied with the customer service they continually receive from their designated Project Manager.

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.)

In the event that Deccan is awarded a contract, we propose a 1.5% administrative fee of Deccan sales to be paid to Sourcewell.

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

Line	Quarting	Parament .
Item	Question	Response *
61	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Deccan is pleased to offer our suite of software applications to Sourcewell participating agencies, including: ADAM (Apparatus Deployment Analysis Module), LiveMUM (Live Move-Up Module), BARB (Box-Area Automated Run-card Builder), and DiVa (Dispatch Validator).
		Deccan offers its solutions turnkey, including processing data, processing maps, and configuring the applications in a manner that clients can immediately start using them upon delivery. Below is a brief description of the applications.
		ADAM (Apparatus Deployment Analysis Module)
		ADAM is an analytical tool designed to work with historical incident and response data from a Computer Aided Dispatch (CAD) and/or Records Management System (RMS). The application measures current and historical critical performance criteria as it relates to workload distribution and response time performance. ADAM also possesses unparalleled predictive modeling capabilities for modeling Fire/EMS deployment changes (e.g., station locations and/or resource placements) and projecting the impact of these changes on agency response times. With ADAM, clients have the analytical tools needed to provide objective data to back up recommendations to government administrators, public groups, etc.
		ADAM:  1. Is completely customizable and designed specifically to an agency's specifications and allows the agency to report and project performance based on any criterion recorded by the CAD or RMS system.
		Állows the user to report on current and historical response performance by time period, incident types, and geographic area.     Provides response performance calculations in numeric outputs (average response times and percent compliance to time target) as well as visually on a color-coded map of the service area.
		4. Includes a projection model that: a. Simulates various deployment scenarios which effectively test and evaluate the impact of changes if implemented in the field. b. Takes into account unit unavailability in areas where call volumes are high, to ensure that analysis and "what if" questions are based assuming not every unit will be available at all times. c. Projects response zone performance and incident coverage by actual drive time (not by the theoretical travel time based on the road network [speed limits and distance]) using historical CAD data. The model is calibrated to match the department's actual current performance. 5. Offers clients the ability to include a set of alternate streets (e.g., a streets file which includes future streets that will be built for a new housing development), and/or alternate workloads (e.g., projected call volumes that may occur in the new housing development's area) in the application, so that the department may take into account future growth/development when performing strategic analysis. 6. Defines response zones by hazard response criterion, to account for different sets of units being dispatched based on the risk level of a given location (to accurately measure and project Effective Fire Force performance). 7. Offers an optimization component so that the department may specify a given number of units and a given criterion and order the application to determine the optimal deployment of these
		units so as to minimize response times.  8. Offers a street segment optimization component in which the centers of all existing street segments can be considered as candidate locations, allowing the department to identify the optimum location for a new fire station or EMS Post.  9. Offers a time target optimization component so that the department may project the minimum number of units necessary to achieve a given time target.  10. Allows the department to experiment with different time targets, so that they may view historical performance and project response performance based on varying time targets.  11. Displays the difference in response performance between two deployment scenarios by overlaying the maps on top of each other and graphically displaying the delta.  12. Explores run orders for any response zone within the service area and project the number of runs a unit will make.  13. Projects workloads within response zones for further analysis.  14. Obtains plots of first due areas by unit capabilities.  15. Operates as an add-in to Esri ArcGIS Desktop, requiring only the Basic edition and the Network Analyst extension. All ArcGIS tools are available to the user for advanced editing.  16. Displays additional map layers in the application in order to provide local points of reference and further enhance analytical capability.
		LiveMUM (Live Move-Up Module)
		LiveMUM is a software tool that interfaces with a live CAD system to display to Communications Center dispatchers current coverage and offer move-up recommendations based on various criteria (business rules and/or operational procedures) set by the Communication Center.
		LiveMUM specifications include:  1. Offers a user-friendly interface employing a Graphic User Interface (GUI) operating in a web browser.
		2. Due to the web-based nature of the product, it is accessible outside the Communication Center, to include (but not limited to) computers of command staff, computers aboard apparatus

- (e.g., MDTs), and other locations.
- Once installed, Communication Center staff may use the software to perform area coverage and redeployment analysis in a convenient fashion without the assistance of analysts or other
- User inputs and actions are intuitive and utilize a pointing device, pull-down menus, and standardized tables
- The primary display is the client's map with the client's response areas displayed. The display supports zoom features for selected response areas and/or grids.
- Permits the storage and retrieval of logs on disk for later analysis. These logs include the ability to replay daily and weekly activity as logged by the CAD system.
- Allows the application to be run in three settings:

Live - Real-time connection with CAD system.

Static - Offline scenario evaluation mode to test hypothetical situations.

Replay - Utilize software logs from previous Live connections to recreate real situations from previous sessions.

- Live setting allows for move-up recommendations to be determined using real-time data from the CAD system and customized by the client's business rules.
- Static setting allows the client to create scenarios and specific move-up recommendations for testing purposes. Feedback from this testing can be provided to Deccan to incorporate business rules.
- 10. Replay setting allows the client to replay past log files to review move-up recommendations or configure the software for future scenarios. This tool is useful to determine performance during extreme settings such as multi-alarm fires.
- Allows multiple map layers to be included such as water layers, major roads or highways hospitals, and major landmarks. These layers may help make the visual map easier to navigate for end users. In addition, the user can enable/disable such layers.
- Features the ability to analyze call volume to predict when move-ups may not be required due to low call volume, helping to minimize unnecessary move-ups.
- Up to approximately ten separate capabilities can be modeled inside the application for move-up and coverage analysis. Calculations are made based on all capabilities so as to not negatively impact one capability while positively impacting another. This also helps minimize the number of move-ups and maximizes the effectiveness of move-ups.
- Supports AVL for real-time data tracking. Units may be posted to their current real-time location based on X/Y coordinates and not solely on unit status messages received from the CAD system. When AVL is utilized on apparatus, travel times are based on actual position.
- Special unit and special station circumstances can be coded into the software to prevent specific units from being moved, make specific units preferred to move over others, ensure selected stations are always filled, and other special circumstances.
- The concept of station depth is used to help define coverage.
- Cross-staffed units are supported and factored into move-up considerations. 17.
- 18. Multiple individual move-up methodologies are supported. Examples include:
- Nearest Neighbor Will recommend the nearest available unit to move-up without negatively impacting coverage.
- Leap Frog A pre-specified move-up value based on station order (i.e., always move the 5th station rather than the closest).
- Bump and Cover Initiates a series of move-ups with short travel times to move units closer in toward the coverage gap. Unmovable units are supported.
- Minimum score increase is supported to eliminate ineffective move-ups or maximize the score impact of move-ups. For example, a move-up may only be triggered if it increases the coverage score by 10% or more. This score can be focused solely on improving an area (sq mi)
- by X%, improving a call volume region by X%, or weighted between these two variables.

  20. May be configured to automatically recommend units back to their home station once coverage is increased in the area they were moved to.
- A user-defined constraint on the move-up travel time may be implemented. For example, no units will ever move-up if their travel time is expected to be longer than 15 minutes
- 22. The user can be alerted of a move-up recommendation through numerous methods, including pop-ups and auditory notification.
- The user can propose alternative recommendations and see the impact on coverage
- 24. Coverage can be displayed for multiple capabilities simultaneously through the WallMap feature. This feature is built into the application and accessible through the web browser.
- User authentication is required for logging in to the application and multiple tiers of
- access/security are available. All user actions are logged and able to be accessed for auditing. Reports of all move-up recommendations are accessible inside the application itself, as well as can be separated by capability. Details include the date, time, unit(s) involved, home and destination stations, relevant capabilities, projected coverage improvement, and whether or not it was committed.
- Notes can be logged and associated to individual recommendations. This can be used for providing feedback to Deccan as well as for internal feedback purposes.
- New units can be added on-the-fly by end-users. This enables previously un-modeled apparatus (e.g., mutual aid units) to provide coverage during emergencies.
- Unit home stations may be reassigned by the user.

BARB (Box-Area Automated Run-Card Builder)

BARB is an automated tool for building the static run-cards (dispatch order sequence list) for use in CAD. Because it automates the building of run-cards, this program saves Fire/EMS agencies literally thousands of work hours per year. Run-cards can easily be created for each function of all resources

#### BARB specifications include:

- Automates the building of run-cards which utilize client map and unit information.
- Is able to export run-cards in Station Order listings or Unit Order listings, and can be specified to include a cap on the number of stations/units exported. Format can also be customized into client specific formatting.
- Has numerous built-in QA tools that assist with QA of street network such as: Island Segments - To identify problematic street network segments relating to, but not limited to:
- One-way discrepancies
- Z-Level discrepancies Lack of node connections between segments

- Missing speed information
- Easily add, move, and delete primary stations and mutual aid stations to be automatically included in run-cards.
- Ability to create connection segments and simulate travel time estimates from mutual aid stations and agencies when a street network is missing.
- Provides running routes to all street segments to provide the user with graphical representation of travel time and routes taken.
- Numerous scenarios can be saved and easily accessible to prepare for major events such as parades, marathons, highway construction, and disaster planning.
- Customizable rules for converting road network-based run-orders to "production" run-orders that are ready for use by CAD, such as: (1) incorporating First Due stations for select boxes, (2) ensuring ARFF units are limited to airport dispatch grids, (3) if multiple units can arrive at the same time at a given dispatch grid, then place unit X ahead of Unit Y, and other customized rules.
- Operates as an add-in to Esri ArcGIS Desktop, requiring only the Basic edition and the Network Analyst extension. All ArcGIS tools are available to the user for advanced editing.
- Additional map layers may be displayed in the application in order to provide local points of reference and further enhance analytical capability.

#### DiVa (Dispatch Validator)

DiVa is a map-based tool designed for Communication Center and field personnel to provide critical information to ensure seamless dispatch operations in the event of a planned CAD outage (service) or unplanned CAD or AVL system failure. DiVa also acts as a backup and added redundancy as part of a comprehensive disaster recovery plan. DiVa allows the user to look up run orders (run-cards/pick lists) by address lookup or by clicking on a street segment in the agency's area map. Run orders may be calculated by station or by specific unit type.

DiVa specifications include:

- Acts as a back-up solution in the event of a CAD subsystem failure. When AVL systems go down the application, which can run on laptops, can be used as a back-up to quickly look-up runcard orders for timely dispatch.
- Runs on dispatcher workstations, laptops, or in-vehicle.
- Acts as an electronic reference book and validating tool for instant cross-verification of dispatch recommendations.
- Fast processing speed allows dispatchers to readily retrieve essential dispatch run orders, iust as they were stored in the CAD.
- Evaluates both static run orders (from run-card based CAD) and AVL closest resources. Robust address verification capabilities include road network validation, accounting for oneway streets, dead ends, and road or bridge closures.
- Easy map-based lookup allows for quick cross verification of CAD recommendations and includes the following features:
- Simple user interface for easy navigation
- Permits "loose" entry of addresses
- Provides pick lists of actual street addresses
- Zooms into the verified address/area and displays the run-card order
- Displays run-cards for every station chosen by the user
- One-click zoom to the address provided
- Cross street names and other major arterials
- Allows for unforced dispatcher errors such as: 8
- Misspelling of street names
- Aliases for street names
- Abbreviations and short forms for street names

Additional information about our software applications can be found in the marketing materials that have been uploaded to the Marketing Plan/Samples category within Step 2 - Documents on the Sourcewell RFP submission site, as well as the Statements of Work; a Statement of Work for each Deccan software application has been uploaded to the Warranty category within Step 2 -Documents on the Sourcewell RFP submission site.

62 Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Deccan software applications can be described by following subcategory titles:

54151 - Computer Systems Design and Related Services

541511 - Custom Computer Programming Services

541512 - Computer Systems Design Services

541519 - Other Computer Related Services

5415 - Computer Systems Design and Related Services

54151 - Computer Systems Design and Related Services

518 - Data Processing, Hosting, and Related Services

5182 - Data Processing, Hosting, and Related Services 5112 - Software Publishers

51121 - Software Publishers

511210 - Software Publishers

51821 - Data Processing, Hosting, and Related Services

518210 - Data Processing, Hosting, and Related Services

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

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

Line Item	Category or Type	Offered *	Comments
63	Computer Aided Dispatch (CAD)	∩ Yes ເ No	N/A
	Records Management Software (RMS)	∩ Yes ເ No	N/A
	Learning Management Software (LMS)	∩ Yes ເ No	N/A
	Situational awareness and information management systems	€ Yes ⊝ No	Deccan is offering its ADAM, LiveMUM, BARB, and DiVa software applications. Details regarding these software applications can be found in our response to Specification Line Item #61 above, as well as in the multitude of documents that have been uploaded within Step 2 - Documents on the Sourcewell RFP submission site.
	Incident command, logging recorder, and evidence, ticketing, or citation management systems	∩ Yes ເ No	N/A
	Scheduling workforce management, and billing systems	C Yes C No	N/A
	Application-based alerting or paging systems	ெYes No	N/A
	Personnel, non-fleet asset, resource, and controlled substance tracking or location solutions	∩ Yes ເ No	N/A
	Other public safety software solutions	റ Yes No	N/A
	Related services - installation, training, maintenance, integration, support, data analytics, and customization	ດ Yes ດ No	Deccan offers installation, training, maintenance, support, data analytics, and customization with our software applications. Full details regarding these services are included in the Statements of Work; a Statement of Work for each Deccan software application has been uploaded to the Warranty category within Step 2 - Documents on the Sourcewell RFP submission site.

**Table 15: Industry Specific Questions** 

Line Item	Question	Response *	
73	Describe your data privacy, integrity, and protection standards, and the adherence of your products and services to applicable cybersecurity or applicable industry standards.	Deccan follows industry best practices to ensure that data is secure and protected. Deccan utilizes Datto for our secure FTP site, which we use to share data with our customers. Datto's data centers are compliant with the Service Organization Control (SOC 1/ SSAE 16 and SOC 2) reporting standards. In terms of raw source data, Deccan permits access only to verified individuals within the Deccan infrastructure. Data is then manipulated to be used within our suite of applications, which in turn is distributed to the appropriate personnel via secure FTP with HIPPA compliance.	*
74	Describe your data backup and recovery solutions.	Upon completion of the project, data is archived to our secure internal storage server, which in turn has its own backup procedures following 321 backup best practices – 3 copies of data, 2 on site and 1 offsite.	*
75	Identify the storage location for all data collected in the use of your equipment, products, or services. Describe applicable data security measures and identify any services performed outside the US or Canada, as applicable.	Deccan follows industry best practices to ensure that data is secure and protected. Data is typically delivered to Deccan via our secure FTP (unless the client requests otherwise, in which case Deccan abides by whatever data delivery methodology the client requires). Data is then pulled from the secure FTP and is processed to be used in the application(s). Upon completion of the project, the final deliverable is stored on our internal storage server, along with the raw data that was initially collected. The deliverable is then placed back onto the secure FTP to be accessed by the client.	*
76	Describe connectivity, interoperability and integration capabilities between your offered solution(s) and other software systems.	Deccan software tools are stand-alone applications designed to operate with a minimal number of dependencies. The software tools only require access to the client's Computer Aided Dispatch (CAD) system and/or Records Management System (RMS). Deccan International is CAD agnostic; we have a deep history of working and interfacing with a multitude of CAD Vendors – from large, Tier 1 CADs to small, homegrown CAD systems, and are willing and able to collaborate with any CAD vendor to deliver industry leading technology to customers across the United States and Canada.	
		Deccan is extremely experienced in fully integrating data available from a client's CAD system for use in the tactical applications, and has deployed such products for multiple clients. Deccan offers the ability for bidirectional data interfacing. CAD will establish a connection with the LiveMUM Server and send unit and event updates as they occur, and the tactical application will transmit critical information back to source environments when necessary (redeployment recommendations, unit statuses, etc.). Data transfer between the two subsystems typically occurs using a link established over a Transmission Control Protocol/Internet Protocol (TCP/IP) connection. The message format is XML based.	*
		Deccan's strategic application offers the ability for the user to import the latest CAD data into the software, allowing clients to perform near-real time deployment analyses, including the ability to review the most recent response times and identify any current trends. New CAD data (incident files) may be imported on-the-fly by clicking on a button in the user interface and following the wizard prompts to select the date range desired. In this way, the user has near real-time data for running daily, weekly, monthly, or quarterly reports. The set-up of this tool (Auto Data Updater, or ADU) requires the provision of a staging database with user permissions to establish a network connection to the source data (typically a CAD archive database or data warehouse). Detailed information regarding the ADU set-up has been uploaded to the Upload Additional Document category within Step 2 - Documents on the Sourcewell RFP submission site.	
		Further, as previously mentioned, Deccan utilizes ArcGIS Server technology, including Esri Dashboards, Story Maps and ArcMap as part of its strategic solution. As such, Deccan is in the unique position to capitalize on the power of Esri's cutting-edge GIS technology, a benefit which is, in turn, extended to our client base.	
77	Explain your licensing process and the service agreements required of end users.	Deccan clients are granted annual, nonexclusive, nontransferable software licenses to use each purchased application subject to the terms and conditions of the Software License Agreement. A copy of the Software License Agreement has been uploaded to the Upload Additional Document category within Step 2 - Documents on the Sourcewell RFP submission site.	*
78	Describe your product implementation strategy and any use of installation partners.	Deccan International's core values are customer-centric development and high-quality customer service. We have vast experience developing and implementing applications to fit the unique needs of large and small agencies alike, and our product line is flexibly designed to accommodate unique departmental characteristics and challenges. Throughout the implementation process, client feedback in not just welcomed – it is actively sought. Deccan Project Managers continuously reach out to clients to confirm that the applications are performing as expected and to initiate updates on a scheduled basis.	
		As previously mentioned, when a sale has closed and an agency officially joins the Deccan family of clients, a comprehensive 'Sales to Operations Hand-Off' document is completed by the Sales Representative, and an inter-departmental meeting between the Sales Representative, the VP of Sales and Marketing, and the Operations department takes place during which the new software project is fully explained to the Operations team (which includes the designated Project Manager who will be in charge of the application moving forward), and the project is handed over to the Operations department to then build the product(s) for the client. The software is built over the course of different phases – comprehensive details of each phase involved in our implementation strategy are detailed in the Statements of Work; a Statement of Work for each Deccan software application has been uploaded to the Warranty category within Step 2 - Documents on the Sourcewell RFP submission site. Once built, Deccan applications are tested within multiple departments. After any Engineering work has been completed, department Analysts and Project Managers perform tests on functional, integration, and performance of the software. When the application has successfully passed all internal tests, it is then delivered to the client for installation.	*
		Deccan does not use any installation partners; all implementation, installation and services are provided by Deccan staff.	

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#### 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 OT have a security pass word, as Source ell 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 vie ed by Source ell.
- 3. Source ell may re ject any response here any document(s) cannot be opened and vie ed by Source well.
- 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 e ample, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - Financial Strength and Stability Deccan-Financial Strength and Stability.zip Tuesday May 11, 2021 22:14:47
  - Marketing Plan/Samples Deccan-Marketing Plan-Samples.zip Tuesday May 11, 2021 22:15:49
  - WMBE/MBE/SBE or Related Certificates Deccan-WMBE Certificates.zip Tuesday May 11, 2021 22:16:16
  - Warranty Information Deccan-Warranty Information.zip Tuesday May 11, 2021 22:16:40
  - Pricing Deccan Pricing for Source ell.pdf Tuesday May 11, 2021 22:16:5
  - Upload Additional Document Deccan- Upload Additional Documents.zip Tuesday May 11, 2021 22:17:15

#### Proposer's Affidavit

#### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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
Addendum_11_Public_Safety_Software_RFP_051321 Thu May 6 2021 06:02 PM	₩	2
Addendum_10_Public_Safety_Software_RFP_051321 Wed May 5 2021 05:51 PM	₩	1
Addendum_9_Public_Safety_Software_RFP_051321 Mon May 3 2021 10:34 AM	₽	2
Addendum_8_Public_Safety_Software_RFP_051321 Wed April 28 2021 05:52 PM	₽	2
Addendum_7_Public_Safety_Software_RFP_051321 Mon April 26 2021 05:27 PM	₽	2
Addendum_6_Public_Safety_Software_RFP_051321 Tue April 20 2021 05:56 PM	₽	2
Addendum_5_Public_Safety_Software_RFP_051321 Fri April 16 2021 03:52 PM	₽	1
Addendum_4_Public_Safety_Software_RFP_051321 Thu April 15 2021 12:58 PM	₽	2
Addendum_3_Public_Safety_Software_RFP_051321 Fri April 9 2021 05:05 PM	₽	1
Addendum_2_Public_Safety_Software_RFP_051321 Thu April 8 2021 05:28 PM	₽	1
Addendum_1_Public_Safety_Software_RFP_051321 Wed April 7 2021 06:15 PM	⋉	2