

**Solicitation Number: RFP #051321****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Genasys Inc., DBS Genasys Communications Canada, 150 Katimavik Road, Suite 208, Ottawa ON Canada K2L2N2 (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.

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.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the 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 tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

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

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all 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 Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); 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 Entities 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, including its agents and employees, harmless from any claims or causes of action, including reasonable 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. Vendor's indemnification obligations with respect to Participating Entities, and any limitation thereof, will be as mutually agreed between Vendor and the Participating Entity.

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, 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 per occurrence
\$2,000,000 annual aggregate

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

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

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 Sourcwell 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 Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell 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 Sourcwell if this certification changes at any time.

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may 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 non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Intentionally Omitted.

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.

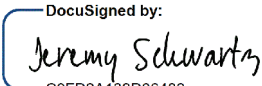
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements 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

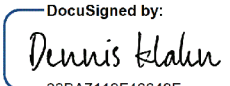
Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract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

051321-GYS


Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
7/23/2021 | 6:28 AM CDT
Date: _____

Genasys Inc.
DBS Genasys Communications Canada

DocuSigned by:

By: 33BA7119F46649F...
Dennis Klahn
Title: CFO
7/28/2021 | 5:39 PM PDT
Date: _____

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
7/28/2021 | 9:34 PM CDT
Date: _____

RFP 051321 - Public Safety Software

Vendor Details

Company Name: Genasys Inc.

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

Address: 150 Katimavik Road
Suite 208
Kanata, Ontario K3L2N2

Contact: Sarah Goldsmith

Email: sgoldsmith@genasys.com

Phone: 613-256-8133

Fax: 613-265-8133

HST#: 724166079

Submission Details

Created On: Thursday April 15, 2021 10:28:32

Submitted On: Thursday May 13, 2021 12:47:29

Submitted By: Sarah Goldsmith

Email: sgoldsmith@genasys.com

Transaction #: b91bb650-cf0b-454d-bba4-7f559f1c6dc7

Submitter's IP Address: 135.23.113.48

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): | Genasys Inc DBS: Genasys Communications Canada |
| 2 | Proposer Address: | 150 Katimavik Road Suite 208, Ottawa ON K2L2N2 |
| 3 | Proposer website address: | www.genasys.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): | Sarah Goldsmith Account Executive 150 Katimavik Rd, Suite 208 Ottawa, Ontario K2L2N2 sgoldsmith@genasys.com 613 265 8133 |
| 5 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Sarah Goldsmith Account Executive 150 Katimavik Rd, Suite 208 Ottawa, Ontario K2L2N2 sgoldsmith@genasys.com 613 265 8133 |
| 6 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Candace Moore Pre-Sales Administrator 150 Katimavik Rd. Ottawa, ON K2L2N2 cmoore@genasys.com Paul Neyman VP of Sales 16262 W Bernardo Dr. San Diego, CA 92127 pneyman@genasys.com 408 687 5292 613 599 4445 x142 |

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. | <p>Genasys™ is a global provider of critical communications systems and solutions to help keep people safe. Genasys provides a multi-channel approach to deliver geo-targeted alerts, notifications, instructions, and information before, during, and after public safety threats and critical business events. The Company's unified critical communications platform includes Genasys Emergency Management (GEM) applications, National Emergency Warning Systems (NEWS), LRAD® long-range voice broadcast systems, and more.</p> <p>Genasys systems are in service in 72 countries around the world in a range of diverse applications, including public safety, emergency warning, mass notification, critical event management, defense, law enforcement, homeland security, and other applications. Our company is growing rapidly. In October 2020 we completed an acquisition of Amika Mobile, a Canada-based enterprise software provider of critical communications, event situational awareness and emergency management products. Under the terms of the closing, Amika Mobile has been renamed Genasys Communications Canada. This acquisition expands the Company's enterprise software solutions and enhances our unified multi-channel critical communications platform by adding on-premise, cloud or hybrid operations designed to be fully scalable for small businesses or large deployments with millions of users.</p> <p>As of January 2021, we have established offices in Canada, Dubai and Singapore as part of Genasys Inc.'s ongoing regional expansion. The offices are staffed with business development professionals with extensive regional sales experience in Southeast Asia, the Middle East, Africa and Central Asia.</p> <p>Our Company is dedicated to staying innovative and developing solutions people need. Throughout the COVID-19 pandemic our team has developed a COVID and Vaccination Software. The project leverages the proprietary automated events, situational awareness, and geofencing capabilities of the Genasys Emergency Management (GEM) platform. Genasys Communications Canada is currently testing the project with the Government of Canada.</p> |
| 8 | What are your company's expectations in the event of an award? | In the event of an award Genasys Inc and its subsidiary Genasys Communications Canada expects to use the Sourcewell Customer base as greater means for our sales force to contact and inform about our solution. Genasys aims to educate prospects in the benefits of using our emergency notification solution in their organization and community to keep employees or residents safe. Our expectations are to use the award to create brand awareness and nurture prospects into sales. |

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| 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. | Supporting document included in the RFP submission that pertain to our financial strength is our 10-K/annual report To summarize over the past fiscal year, our gross profit margin was 46.1%, compared with 52.4% in the first quarter of fiscal 2020. The decrease was attributable to lower revenues, a 86% increase in software engineering personnel over last year and additional engineering charges resulting from a more precise process to charge engineering expenses to cost of sales. Operating expenses were \$4.4 million, an increase of 13% from \$3.9 million in the same period a year ago. The increase was largely due to higher selling, general and administrative expenses from a 50% increase in sales and marketing personnel over the prior year period to support future revenue growth opportunities. Net loss for the quarter was \$0.6 million, or \$(0.02) per share, compared with net income of \$0.6 million, or \$0.02 per share, in the first quarter of fiscal 2020. The decrease was due primarily to lower revenue and increased engineering, sales and marketing expenses. Cash, cash equivalents and marketable securities totaled \$27.5 million on December 31, 2020, compared with \$31.4 million on September 30, 2020. The decrease was principally due to the acquisition of Amika Mobile, partially offset by \$1.3 million generated in operating cash. Working capital totaled \$25.6 million on December 31, 2020, compared with \$29.8 million on September 30, 2020. |
| 10 | What is your US market share for the solutions that you are proposing? | As manufacturer of outdoor warning systems, we are the undisputed leader in LRAD technology. We are a leader in deployment of national warning systems and we are steadily increasing our market share in the US and candida as evidence by recent quarters from the BMW North America Group, Riverside County, and Salvation Army. |
| 11 | What is your Canadian market share for the solutions that you are proposing? | We have some of the largest government accounts in Canada including Canadian Border Service Agency (CBSA), Royal Canadian Mounted Police (RCMP), and Communications Research Center Canada (CRC). We are working to expand our presence with house of commons and other institutions in the federal and provincial space. |
| 12 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | Genasys has never petitioned for bankruptcy. |
| 13 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | Our organization is best described as option B. Genasys is a manufacturer and service provider of emergency management solutions (Genasys Emergency Management) and LRAD hardware. Our Sales and service force are employed by Genasys Inc. Our sales force is responsible for all layers of the sales cycle, this includes promoting and marketing the contract award. Additionally, Genasys Inc., has a Marketing team that would develop specific marketing materials to be distributed to suitable prospect who are eligible for the Sourcewell contract. Our service force is robust, we have specific individuals assigned to oversee implementations. Furthermore, each customer is assigned a support service member, also employed by Genasys to maintain customer satisfaction. As this RFP focuses of our software solutions, we currently have no third-party agreements in regards to software distribution. However, we have existing relationships in the US and Canada for or LRAD hardware. These resellers are also experienced in the provincial and government departments, rural municipalities and other members of the MASH sector. This includes MD Charlton, Valley associates – Global Security Corporation, DeTect Canada International. |

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| 14 | <p>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.</p> | <p>The industry recognized certifications and standards obtained and those represented through its catalog of products.</p> <p>Certified: ISO 9001 The Iso 90001 is part of multiple quality management standards to help Genasys meet customer and stakeholder needs with in the requirements related to the service. With our ISO 9001 our customers and stakeholders are guaranteed that we have a process of Quality Management, Customer Service and Support.</p> <p>Certified: FEMA IPAWS and Alert Ready Implementation. This is a required certification in the emergency notification industry as it allows our products to directly integrate with national warning systems.</p> <p>Certified: TRM (US Federal Government Cyber Security Standard) The Department of Veterans Affairs VA Technical Reference Model (VA TRM) is one component within the overall EA that establishes a common vocabulary and structure for describing the information technology used to develop, operate, and maintain enterprise application. Moreover, the VA TRM, which includes the Standard Profile and Product List, serves as a technology roadmap and tool for supporting Office of information and Technology (OIT).</p> <p>OSHA Certification In our Canadian offices located in Ottawa our team is certified by the Occupational Safety and Health Administration. This is another mandatory requirement for our business in Canada. This certification ensures the proper safety and training of our employees which reduces hazards not only for the safety of our employees but for the stability of our workplace and service.</p> <p>ISO 22320 Genasys Inc. is compliant in the standards of ISO 22320 Emergency Management Incident Response. ISO 22320 is an international standard that provides guidelines for organizations to help mitigate threats and deal with incidents to ensure the continual function of the community (ie. Health, rescue, disaster, utilities).</p> <p>ISO 27001 Genasys Inc. is compliant, held to the standard for establishing, implementing, maintaining, and continually improving our solutions. This standard also implicates that security software to preserve confidentiality, integrity, and availability of information by assessing and managing risks.</p> <p>NFPA 1600 - Standards on Disaster/Emergency Management and Business Continuity Programs. Genasys follows NFPA 1600 guidelines which outline the procedures required for disaster/emergency management and business continuity. The standard was adopted by the U.S. Department of Homeland Security as a voluntary consensus standard for emergency preparedness, and the National Commission on Terrorist Attacks Upon the United States (9/11 Commission) recognized NFPA 1600 as the National Preparedness Standard.</p> <p>EAR99 This classification stands for Export Administration Regulations and addresses our solutions or items that are not designated or under the control of another federal agency or listed on the Commodity Control list (CCL). This is due to us providing our software services to countries outside of North America.</p> <p>MIL-STD 801G (Environmental and MIL-STD 1474D (safety) This certification is a United States Military Standard that emphasis tailoring our equipment's environmental design and test limits to the conditions that it will experience through out its service life. This certification acknowledges that we have established test methods that replicate the effects of environments on the equipment. This specifically pertains to Genasys' LRAD hardware which may be of interest to Sourcewell customers as noted in our Value-Added documents.</p> <p>CAP/ CAP-CP: (Common Alerting Protocol) compliant, supporting emergency management interoperability guidelines. We are compliant with the cert of rules and managed lists of values that are recommended for use in Canada and the United States.</p> |
| 15 | <p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p> | <p>There is no suspension or Debarment information that has applied to our organization during the past 10 years.</p> |

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 | <p>Technology Innovator Awards 2020 – Best Enterprise Safety Critical Communications System: Genasys Emergency Management.</p> <p>The technology Innovator Awards are hosted by Corporate Vision. These awards encompass a variety of markets from software and hardware to communications and manufacturing. These awards recognize products and services capable of advancing economies and businesses, placing emphasis on innovation. Genasys was recognized for our enterprise emergency communications solution which is the solution proposed in this RFP including integration with external systems (ex. speakers, fire systems, access control).</p> <p>ASIS Accolades - 2016, 2017 – Best Enterprise Emergency Communications Solution ASIS International is a professional organization for security professionals. It issues certifications, standards and guidelines for the security profession. Each Year ASIS facilitates awards that recognize innovative new product and service solutions, the association also names Judges' choice winners which we have also won in 2017 as Amika Mobile. Amika Mobile and its award-winning software solution was acquired by Genasys Inc. in September 2020.</p> <p>GOVIES 2017-2019 - Best Emergency Communications Solution. The annual US GOVIES Awards, facilitated by Security Today honor outstanding government security products across a variety of categories. Amika Mobile won the US GOVIES award for Best Emergency Communication Solution 6 years in a row. Amika Mobile and its award-winning software solution was acquired by Genasys Inc. in September 2020.</p> | * |
| 17 | What percentage of your sales are to the governmental sector in the past three years | 80% of our sales in the past 3 years were to the government sector. | * |
| 18 | What percentage of your sales are to the education sector in the past three years | 10% of our sales in the past 3 years were to the education sector. | * |
| 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? | Genasys Inc is currently working with Waypoint Solutions and Buyboard to secure a cooperative purchasing contract in Texas. The result of this proposal will not be decided until after the Sourcewell Solicitation deadline. | * |
| 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? | <p>Below is a list of our existing GSA contracts and other supply arrangements Genasys currently holds GDIT and DLA TLS are both Indefinite Delivery, Indefinite Quantity (IDIQ) contracts. The sales volume is untracked in our GSA contract and DLA TLS contract. We are able to provide the GDIT annual sales for the past three years.</p> <p>Quantico Tactical GSA Schedule 84 #GS-07F-5802</p> <p>TSSI GSA Schedule 84 Contract #GS-07F-016DA</p> <p>GDIT In 2019, General Dynamics Information Technology (GDIT) has a \$2 billion contract to manage the U.S. Department of State (DOS) global technical security supply chain. The single-award contract with the Bureau of Diplomatic Security (DS), Countermeasures Directorate includes a base period of five years and a five-year award term. Annual sales volume over the past three years: 2020 \$512,410.56 2019 \$104,721.22 2018 \$6,480.00</p> <p>DLA TLS Contract In 2020, the Defense Logistics Agency (DLA) awarded a \$10 billion Tailored Logistics Support (TLS) contract to six prime vendors. All six are authorized Genasys resellers and each has a specific DLA TLS contract award number.</p> <p>The DLA TLS contract allows all military services and federal agencies access to the latest commercial off-the-shelf equipment, services, and training via an easy-to-use, streamlined acquisition process. Customers place orders with DLA, DLA asks all six primes to quote and an award is made within 30 days.</p> | * |

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 * | |
|-----------------------|----------------|----------------|---|
| City of Laguna Beach | Jordan Villock | 949-370-6808 | * |
| City of Sweeny | Reese Cook | 979-548-3321 | * |
| City of Newport Beach | Katie Eing | 949- 795-9782 | * |

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 * | |
|--|---------------|--------------------|--|------------------------|----------------------------------|---|
| City of Laguna Beach, Orange County, CA | Government | California - CA | Add a IPAWS certified speaker system to the City with the capability from one software to activate the WEA system along with the speakers. The project is in its second phase with completion May 2020. The city will have over 90% coverage with over 20+ speaker arrays. | 1 | \$1.2 Million USD | * |
| City of Newport Beach, Orange County, CA | Government | California - CA | The requirement was to replace the siren only Tsunami Warning towers with speaker arrays that can provide tone and voice. The new technology will provide from the same software activation of the speaker arrays that are IPAWS compliant as well as the WEA system. The system is in process and the completion was January 2020. | 1 | \$200,000.00 USD | * |
| Communications Research Center / Innovation, Science and Economic Development (CRC/ISED) | Government | ON - Ontario | Genasys Communications Canada, formerly Amika Mobile deployed to Shirley's Bay in Ottawa for a campus with 45 buildings and various staff from ISED, Department of National Defense (DND), Canadian Space Agency and National Research Council of Canada starting in 2010 and is still in operation today. GEM-Enterprise has assisted the campus with several Hazmat emergencies as well as the October 2014 shooting on Canada's Parliament Hill. It is now being used for both operational and critical situations as well as COVID-19 updates to staff during the pandemic. A fully redundant GEM-Enterprise has been deployed at the campus and it has been integrated with their Edwards fire and RBH access control systems as well as their mobile and desktop panic buttons from Genasys in guard mode. | 1 | \$473,809.00 CAD | * |
| Canadian Border Services Agency (CBSA) | Government | ON - Ontario | Genasys Communications Canada deployed at CBSA in Ottawa in 2015 and is still in use today. The bundled GEM-Enterprise package includes alert/response for Desktop and Mobile pop-ups, SMS, voice callouts, email alerts, alerts to social media, weather and government alerts, Genasys Panic and Genasys I-am-OK Mobile Panic buttons, and Desktop Panic buttons. The purchased GEM-Enterprise licenses are for fully redundant solution that can easily operate in the Cloud or in a hybrid configuration. CBSA also tested the Land Mobile Radio (LMR) interface with Motorola radios during this project. CBSA used the project to also test radiation sensor event alerting from the border crossings between Canada and the US to accelerate response. In addition, CBSA tested the Amika Mobile products to trigger refrigeration sensors to also test response. Finally, GEM-Enterprise has been in a testbed with the Connected Vehicle and Border Security operations as well as testing with 5G networks for CBSA in 2020. A potential follow-on project is planned for 2021 | 3 | \$96,615.00 CAD | * |

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|---|-----------|--------------|---|---|-----------------|
| La Salle Academy School of Public Service | Education | ON - Ontario | <p>Genasys Communications Canada, has also deployed a fully redundant GEM-Enterprise at the La Salle School of Public Service in Ottawa. GEM-Enterprise in redundant mode is integrated with Intercom and Paging Systems from Commend and delivering critical alert/response and mobile and desktop panic buttons.</p> <p>As you can see from the included references, our transactions range from thousands of dollars to millions of dollars depending on customer sides we can accommodate customers of any scale.</p> | 2 | \$77,140.00 CAD |
|---|-----------|--------------|---|---|-----------------|

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. | <p>Genasys Inc has an active sales force in both the United States and Canada. Our North American software sales force is led by Paul Neyman. He is the executive responsible for the overall proposal and the project implementation. With over 9 years of experience in deploying mass notification systems for various entities – from enterprises such as entire Kaiser Permanente system to supporting Apple deployment worldwide, Paul brings knowledge and experience for delivering future deployments requested in the proposal.</p> <p>Our current sales team consists of 15 individuals, of which, 10 are pre-sales and implementation engineers, and who will be dedicated throughout the contract's efforts. Our team has vast experience with successful installations and deployments of our software and hardware solutions to entire counties, cities, townships, as well as enterprise offices, educational institutions, stadiums and retail manufactures. The Genasys' sales force is highly capable of working with customers to find a solution that caters to their specific needs and requirements. At Genasys, we always have the customers best interests in mind.</p> <p>In the event of an award, Genasys would assign specific members of our sales force to communicate with Sourcewell's supplier development team and Sourcewell's participating entity list. Sarah Goldsmith has been with Genasys Communications Canada in the role of Account Executive in the MASH sector for over a year. She is the primary PoC for this response and will be committed to the project 100% of the time.</p> <p>In this proposal we have attached the Quality Manual which includes our Leadership and Quality Chart, which outlines our certified ISO 9001:2015 process of providing our products and services successfully throughout sales and service force.</p> |
| 24 | Dealer network or other distribution methods. | <p>Genasys and its subsidiary Genasys Communications Canada distributes software solutions through direct sales or partnerships with resellers in the security industry. The GEM and GEM-Enterprise software can be deployed on premise as a virtual machine on the customers' existing hardware or in the cloud supported by Amazon AWS servers. With our software products there is no shipping or handling to the end user.</p> <p>The AWS sever is an isolated data center within Canada and is protected and approved by the government of Canada as per the Canadian Security Standard. There is an Amazon AWS in Vancouver, Toronto, and Montreal that would be leveraged for deploying the AMS. All data pertaining to customers will be hosted within this Amazon AWS cloud infrastructure, which uses patented encryption techniques that are approved by the Government of Canada, and then further secured behind their own individual firewall.</p> <p>Additionally, our software products are distributed through resellers. We have developed partnerships with security providers such as Paladin Technologies, AMAG, Lenel, Chubb Fire and Security whose customers require integration with our software.</p> |
| 25 | Service force. | <ul style="list-style-type: none"> Alvaro Perez, Director of Project Management – Project Manager Alvaro Perez has over 10 years of project management experience and has been an integral part of the team during country-wide and city-wide deployments, such as system rollout in Australia, Spain, city of Mill Valley and others. Lewis Clark, Senior Implementation engineer – Implementation Lewis Clark is a senior implementation engineer with over 7 years of experience in system deployments, and coding. Lewis has been part of the engineering team developing the product and has full knowledge of all system aspects. <p>Our Implementation and design team has a strong presence both our US office in San Diego and Canadian office in Ottawa.</p> <ul style="list-style-type: none"> Mike Shanks, Director of Customer Support – Service and Support Mike Shanks has over 6 years of experience as the Service Manager, and will be responsible for Support and Maintenance Service, as well as coordinating training with the State and managing the support team in California to meet the Support SLAs <p>In this proposal we have attached the document Leadership and Quality Chart, which outlines our certified ISO 9001:2015 process of providing our products and services successfully through out sales and service force.</p> |

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| 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. | <p>Overview</p> <p>Genasys provides responsive customer support with full access to our 24/7/365 support systems, customer portal, and support helpdesk with defined escalation procedures. Additionally, we provide software engineering staff, maintenance staff, and related support systems, as well as professional emergency notification consulting staff to provide our customers with the latest emerging technologies and best practices in unified crisis communication.</p> <p>It is the responsibility of Sales Administration to take orders, determine customer requirements and review the order for acceptance. Sales administration and Management are responsible for communicating with the customers and keeping them informed as the project progresses as applicable and getting feedback from the customer. This includes arranging training throughout the initial deployment period. Any feedback provided from the customer is relayed by the sales team to the engineering support and compliance team.</p> <p>Sales Administration reviews the requirements to make sure:</p> <ul style="list-style-type: none"> - The customer requirements are adequately defined - Genasys has the capability and capacity to meet the customer requirements. - Any requirements that are different than previously expressed are resolved. <p>If Genasys is unable to meet the requirements, Sales or Sales Administration will contact the customer to resolve the differences between what can be provided and what is required by the customer, or inform the customer that the product or service cannot be provided as stated in the customer order. Copies of the email communication requesting customer acceptance will be attached to the order in Genasys's CRM.</p> <p>If Genasys is able to meet the requirements, Sales accepts the order. An acceptance email to the customer is evidence that the order has been reviewed and attached to the order in D365.</p> <p>Customer Order Amendments</p> <p>When the customer or Genasys initiates a change to an approved sales order, an order change is required and recorded, or the original order is cancelled and a new order is initiated. Sales and the customer discuss the sales order change. If both parties agree to the changes, they are documented in the D365 ERP system and re-acknowledged to the customer. Sales is responsible for communicating the changes to all employees that need to know about the changes, and relevant documents are amended.</p> <p>Contingency Actions</p> <p>When and if it comes to be that Genasys cannot meet its contract obligations such as On Time Delivery, Genasys will develop contingency actions and communicate them to the customer.</p> <p>Customer Communication</p> <p>Product Information: Product information is communicated to the customer by product information sheets, communication from Sales and Internet information. Printed information is reviewed and approved before release.</p> <p>We have also attached our ISO 9100 Customer Related Processes and Continual Improvement outlines which have passed the ISO audit process in Fall 2020. These documents outline Genasys Inc's procedure in handling all customer related processes and our process for improving the product ie. Bug fixes, requested configurations etc.</p> <p>Additionally, each customer account is provided with a designated support team member. Customers are provided their number to call in the case of technical emergencies that need resolved right away.</p> | * |
| 27 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | <p>Genasys is willing and able to provide our products and services to Sourcewell participating entities in the United States. Genasys was founded in 2003 in San Diego, California we initiated the market for Long Range Acoustic Devices and excelled in providing them to the US and international markets, particularly to government entities' and still have a strong presence. It is our desire as a company to be as successful with supplying our software products throughout the US. We are able to execute a US campaign to Sourcewell entities in the event of an award due to our experience sales force in the United States. Combined our sales force team has over 30 years' experience providing software solutions and Emergency Notification solutions to US entities in Sourcewell's main sectors of Federal and State government, cities, towns and counties as well as other public entities.</p> <p>This shows our ability to provide our products to Canadian customers with seamless installation, redundant servers, 99.99% uptime and a well-rounded sales and support/service staff.</p> | * |
| 28 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | <p>Genasys is very willing and able to provide our products and services to Sourcewell participating entities in Canada. In October 2020, Genasys Inc. acquired Canadian software company Amika Mobile and retained their entire sales force and service force. Prior to the acquisition by Genasys, Amika Mobile had been providing Emergency Communication software solutions to public and government entities in the United States and Canada for over 10 years. These Canadian customers ranged from Ontario's, Manitoba, Saskatchewan and British Columbia, with customers in Ontario and Manitoba still being serviced today. Our Canadian subsidiary, Genasys Communications Canada is fully integrated with our Sales and service structure and training. Canadian sales and support staff are able to contact and support Canadian customers without issue.</p> <p>Genasys and its subsidiary Genasys Communications Canada distributes software solutions through direct sales or partnerships with resellers in the security industry. The GEM and GEM-Enterprise software can be deployed on premise as a virtual machine on the customers' existing hardware or in the cloud supported by Amazon AWS servers. With our software products there is no shipping or handling to the end user.</p> <p>Our software is deployed using Amazon Web Services (AWS) The AWS sever is an isolated data center within Canada and is protected and approved by the government of Canada as per the Canadian Security Standard. There is an Amazon AWS in Vancouver and one in Toronto that would be leveraged for deploying the AMS. All data pertaining to customers will be hosted within this Amazon AWS cloud infrastructure, which uses patented encryption techniques that are approved by the Government of Canada, and then further secured behind their own individual firewall.</p> <p>This shows our ability to provide our products to Canadian customers with seamless installation, redundant servers, 99.99% uptime and a well-rounded sales and support/service staff.</p> | * |
| 29 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | Genasys Inc has no exclusions to our services. | * |

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| 30 | 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? | Genasys Inc has no exclusions to our services. | * |
| 31 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | Genasys Inc has no exclusions to our services. | * |

Table 7: Marketing Plan

| Line Item | Question | Response * | |
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| 32 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>Our marketing strategy has several components to it: press releases, collateral and media and tradeshows. Genasys publishes press releases regarding contract awards and partnerships. If awarded a contract with Sourcewell Genasys would publish a press release and circulate the information to existing customers, leads and networks. Additionally, Genasys creates promotional materials with partner collateral to promote partnership and reseller agreements. Please see examples of our collateral attached. We would use documents like this to inform Sourcewell participating entities of our contract and generate conversation regarding their emergency communication needs and how we can provide the best pricing through the Genasys Sourcewell Relationship. Genasys would nurture the list of Sourcewell participating entities by planning an email campaign where we educate our contacts on the benefits and uses of our solution.</p> <p>Genasys creates designated websites for its customers to deliver awareness about the product to the constituents, such as residents and visitors to the community, members of an educational institution and others. Please see examples of our work at https://ca.genasys.com/</p> <p>Genasys intends to leverage our experience with ASIS International Canada to market our products and promote this agreement to MASH entities nationwide. ASIS International has 11 chapters in Canada, pending event dates Genasys Communications Canada plans to attend webinars, conferences and tradeshows to promote our company's growth.</p> <p>Genasys is a member of various emergency associations in US and Canada, such as California Emergency Management Association, Weather Ambassadors, NEMA, NOAA and others.</p> | * |
| 33 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | <p>Genasys Inc. is active on social media platforms including Facebook, Twitter, Linked In and YouTube. We use social media to distribute informative graphics and videos on our solutions as well as the negative impact of civil and environmental emergencies and why customers need to be prepared and protected.</p> <p>Our Content Management System (CMS) included many case studies for the use of our system in a variety of environments (i.e.. Community warning systems, enterprise warning systems, emergency management, physical system integration). These sections are optimized for SLED and Not Profit with value case studies.</p> <p>Genasys creates designated websites for its customers to deliver awareness about the product to the constituents, such as residents and visitors to the community, members of an educational institution and others. Please see examples of our work at https://ca.genasys.com/.</p> | * |
| 34 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | From our understanding at Genasys, in the event of an award, Sourcewell's primary role in the promotion of contracts will be to support our salesforce. Sourcewell will provide support by supplying information, such as, if participating entities have recently made a purchase of an existing emergency communication system through Sourcewell. Finding out information such as, how long ago the purchase took place, details of the contract, contact information, and who was awarded. | * |
| 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. | Genasys software products are not available through an e-procurement portal, our software sales are completed through direct sales. | * |

Table 8: Value-Added Attributes

| Line Item | Question | Response * | |
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| 36 | <p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p> | <p>To minimize expense to the customer, we maximize trainee access to all requisite materials and ensure all training materials are up to date. Genasys provides all training via its customer portal and on-site with a Certified Trainer.</p> <p>Genasys will provide maintenance and support training, covering required technical maintenance, and detailed administrator/operator training for personnel from all entities authorized to activate and control the provided solution. The number of training days and visits is customizable to fit individual customer needs. Recommended training levels are included in the overall proposed solution including annual refresher training.</p> <p>Genasys on-site training will occur following system installation and client push. In addition to training, Genasys personnel will work with a designated functional administrator (or designated representative) to customize the system by creating distribution lists and alerts that match organization processes and procedures.</p> <p>On Site training consists of Operator and Administrator courses. The Operator session (covers alerting, end user management and report reviewer) is approximately 4 hours in length. The Administrator and customization session is an additional 4 hours.</p> <p>Genasys will conduct four training sessions: two sessions for operators, with the focus on public safety and emergency functionality. The other two sessions will have an administrative focus: how to maintain the system, manage users, templates, all other aspects.</p> <p>Electronic copies of all training materials will be provided, as will access to the Genasys Customer Portal which contains Computer Based Training as well as a variety of operator and end user manuals, guides, checklists, and best practices. Our Training Team continually updates training plans and materials based on new releases and to incorporate feedback from our customers. The latest version, of all documents, is made available via our Customer Portal.</p> <p>Training feedback is provided via a survey that is completed following training. We encourage customer feedback and has a formal review process to assess and action any feedback that can improve the overall customer experience.</p> <p>Ideally, for any instructor-led course, we recommend no more than 10 students to an instructor for a course, but we will make exceptions at customer request given the length (two days) of our training engagements.</p> <p>Training Options/Availability Genasys offers a variety of training that is customizable to fit the customer's requirements. As the phased rollout is accomplished, training hours may be utilized by the various team members as needed.</p> <p>Operator Training - An operator is described as a role that performs publishing tasks. The Operator course participants gain hands-on experience and proficiency by creating and sending alerts, targeting groups and analyzing reports. Primary audience is the operator tasked with initiating alerts for their organization. This course is taught via the Computer Based Training (CBT) module located on the Customer Portal. It is a prerequisite prior to attending the online instructor lead session.</p> <p>Administrative Training - A Functional Administrator is an operator with additional privileges and is responsible for maintaining system parameters and creating and managing operators. This role can also create and manage alerts. We recommend each organization with trained operators have at least 1 administrator. The Administrator course participants will gain hands-on experience by creating end user accounts, creating and updating macros, creating/importing tags. Primary audience is the individual(s) tasked with maintaining the integrity of the system for their organization. Student prerequisite is the successful completion of the Operator Computer Based Training Course. Each session is generally 4 hours in length but varies based on student computer literacy and questions.</p> <p>The four types of courses that are made available are as follows:</p> <ul style="list-style-type: none"> • The CBT course – is recommended for each member of each group that plans to take online training session. The CBT covers basic skills and the online training session covers advanced skills and scenarios. • Online instructor led training - sessions via Go-to-Meeting. Online session offerings will be posted on a customer specified portal. Once the CBT prerequisite course has been satisfactorily completed a session will be scheduled (if not previously accomplished) and a Go-to-Meeting invitation sent to the appropriate personnel. • Train-the-trainer approach - is to send trainers from a facility/region to in-person training for Train-the-Trainer style instruction. This method can be done at Genasys headquarters or at the County location. The trained instructors would be certified as trainers by Genasys during the training and be responsible for delivering the training to personnel at their facilities. • On Site Training – located at the County facilities in a "train the trainer" manner, training may be achieved by a certified Genasys instructor on site directly with the customer. <p>Training is essential to the on-going health and successful utilization of the Genasys system to ensure that all personnel are adequately prepared to respond in an emergency situation. As personnel change and new features are introduced to the baseline software, new and refresher training courses as well as train the trainer courses may be required beyond the initial proposal. Typically, these are customer specified and are priced separately. Historically, proposed training and refresher courses have been sufficient.</p> <p>Genasys recommends training for ultimate customer success. Our training is provided by our lead Implantation engineer. Our training rates are listed below, we provide training additional to the engineering installation and configuration for each project. The following pricing includes the proposed 5% discount to Sourcewell entities. This price is the same for US Dollars and Canadian Dollars.</p> <p>Dedicated Engineering Installation, Configuration and 4-Hour Training Package: \$1,710.00 Dedicated Engineering Installation, Configuration and 8-Hour Training Package: \$2375.00 Dedicated Engineering Installation, Configuration and 12-Hour Training Package: \$2850.00 Dedicated Engineering Installation, Configuration and 16-Hour Training Package: \$3325.00</p> |
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| 37 | Describe any technological advances that your proposed products or services offer. | <p>Genasys is committed to working with partners to advance our technology and to better assist with the needs of customers. Most recently Genasys has partnered with Zone Haven and WeatherSTEM in technological advancements to our products as well as partner with FEMA for its IPAWS implementation.</p> <p>Genasys has partnered with Zone Haven to integrate with Genasys Emergency Management (GEM) to provide better situational awareness, evacuation planning and real-time support for zone definitions and targeted alerts. This partnership with ZoneHaven has increased SLED customer's ability to warn the residents precisely and significantly improve safety of the communities as well as decrease response and planning time.</p> <p>WeatherSTEM is another partner to Genasys. WeatherSTEM provides branded weather stations to customers as well as live weather updates to integrate with GEM notifications to alert employees, guest etc. of emergent weather conditions, safety concerns and more. With WeatherSTEM's Smart Weather Technology GEM can provide real time and future hyper-local weather forecasts to our customers and their audience.</p> <p>Genasys is CAP 1.2 compliant and is fully certified by FEMA for its IPAWS implementation and is constantly innovating its approach to emergency notification and designing a comprehensive end-to-end product that can provide a single pane of operation for emergency managers. Are future efforts are focused around integrating crisis and event management together with mass notification tool, so that the entire lifecycle from detecting the event to managing it to sending out notifications can be performed in one tool.</p> <p>Genasys is working directly with carriers to deploy its solutions for targeting recipients with location based SMS and cell broadcast with out their opt-in. this technology is already deployed in Australia, it is working in Europe and we are bringing it to the united States and Canada.</p> | * |
| 38 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | <p>Genasys participates in green initiatives in both north American offices and encourages employees to participate in these initiatives while working from home. These green initiatives include:</p> <ul style="list-style-type: none"> • A Recycling Program Genasys provides designated recycling bins for paper and plastic and set the expectation to recycle all materials. • Energy conservation In our office buildings energy is monitored. Our lights, heat, fans, and other outlets are on a timer to ensure no excess power is used while the office is closed. • Reduce by reusing. Genasys supplies all new employees with company water bottles to promote. Genasys requires recycled paper to be purchased in office for printed materials. • Investing in office plants Genasys invests in office plants to encourage clean air, reduce toxins and promote a healthy work environment in the office. • Encourage sustainable transportation Genasys encourages sustainable transportation. This means arranging carpools for office events and promoting sustainable transport such as transit or cycling to work. Additionally, Genasys allows employees to work from home which reduces the amount of transit to and from the office as well as our carbon foot print. • Fully operational kitchenette in office <p>Our offices include a fully operational kitchenette. This means that the office includes a full-sized fridge, utensils, sink and dishwasher. This encourages employees who work from the office to bring in food in reusable containers rather than purchase food that comes with plastic materials. Our in-office dishwashers are energy efficient and operate on cycles that reduce the temperature to ensure less energy is used.</p> | * |
| 39 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>NOAA and WRN Ambassador. Genasys was recently named a NOAA and WRN Ambassador. The Weather-Ready Nation Ambassador initiative is an effort to formally recognize NOAA partners who are improving the nation's readiness against extreme weather, water, and climate events. As a Weather-Ready Nation Ambassador, your organization is committing to work with NOAA and other Ambassadors to strengthen national resilience against extreme weather</p> <p>Certified: VA TRM (US Federal Government Cyber Security Standard) The VA Enterprise Architecture (EA) is a comprehensive picture of the Department of Veterans Affairs' operations, capabilities and services and the business processes and IT capabilities that support them. The VA's architecture is an evolving entity built through ongoing collaboration between business and technology leaders and staff across the administration. As the organization evolves and strives to meet change, its architectural picture changes.</p> <p>The Department of Veterans Affairs VA Technical Reference Model (VA TRM) is one component within the overall EA that establishes a common vocabulary and structure for describing the information technology used to develop, operate, and maintain enterprise applications. Moreover, the VA TRM, which includes the Standards Profile and Product List, serves as a technology roadmap and tool for supporting Office of Information and Technology (OIT).</p> | * |
| 40 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | N/A | * |
| 41 | What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities? | <p>Genasys continuously innovates both its hardware and software. On the hardware side we devote significant R&D resources to improve quality, clarity and distance of our broadcasts, develop new integrations with external systems for activation, redundancy, reliability and overall resilience of the product.</p> <p>On the software side we work with leading emergency regulatory bodies in US and Canada to develop the next generation of emergency notification products capable of notifying everyone in the organization or region under any conditions.</p> <p>Many new releases and update features come from customer feedback or customization requests. Recent examples of technology advancements made by Genasys that can better serve customers:</p> <ul style="list-style-type: none"> • Contact Tracking functionality that came about due to COVID-19. • Fully functional ESRI ARCGIS Mapping module • Genasys Panic Mobile and Desktop Alerts | |

- Customizable features in our self registration portal
- Text-to-Keyword
- Integration with LRAD Hardware or other audible hardware
- Integration with cellphone carriers for direct messaging the public without opt-in
- Integration with Access Control systems, active shooter detections, CCTV cameras and other locally available infrastructure.
- Integration directly into carrier infrastructure for delivery of alerts to all residents via location-based SMS and cell broadcast without opt-in
- Highly resilient hardware capable of notifying all residents in the communities even in the absence of cellular signal and local power. Genasys systems are the only systems capable of operating in the event of catastrophic infrastructure failure or post-event in the absence of any operating infrastructure

Contact Tracking

The Contact and Vaccination Tracking module permits employees to self-register through an enterprise portal and record their COVID-19 symptoms and vaccination status via mobile phone or desktop. The module also includes an Operator Dashboard with mapping for monitoring organizational COVID-19 symptoms, cases, and vaccination status, which can be expanded to include the immediate community.

Based on the locations of registered individuals, enterprise safety officers can quickly determine if there is an outbreak and alert healthcare authorities. Officers can also review the registered contacts of individuals reporting symptoms and automatically send them a message that they need to get tested. Vaccination dates and status can also be monitored. The GEM Contact and Vaccination Tracking Module can also be used for incident management when COVID-19 Passes to ensure physical security events are automatically alerted and lone workers or other employees are directed out of harms way. This module is an essential tool to protect employees and keep organizations working during disease outbreaks and pandemics.

Mapping

Genasys provides a fully functional ESRI ArcGIS (a geographic information system for working with maps and geographic information maintained by the Environmental Systems Research Institute) based mapping module that is tightly integrated into the rest of the solution. Using the GIS, the operators can easily import custom layers and shapes from other systems (for example, County boundaries, live street traffic, administrative buildings), define polygons for geo-fence notification, review heatmaps and cluster data for citizen opt-in information and many other features. The portal comes equipped with live weather data out of the box, as well as several map layers (administrative, satellite view, and others). All city geo-spatial asset data, shapes and layers can be transferred into Genasys system.

Genasys Mobile and Desktop Apps

Genasys offers smartphone and desktop panic buttons as part of its Personal Safety Service suite. Using these buttons county staff can either confirm that they are safe when polled by the EOC or initiate a duress call when the situation warrants it. The same functionality is also available as a desktop alert: a distress signal can be initiated from any laptop or desktop. When duress signal is initiated or responses are received, all information is pushed out to recipients as configured in the Situational Commander: alerts can be received as a desktop pop-up, a pop-up on the smartphone, SMS, phone call, email, etc. Moreover, all locations and profiles are loaded and presented to the operators in a unified view so they can visualize the situation and make decisions based on their situational awareness.

Self-Registration Portal

Genasys provides a self-registration portal for the County staff to register themselves and opt-into alerts. The portal will be branded with County logos and colors. Portal is localized into multiple languages and additional translations can be added as needed. Using self-service portal users can:

- update their contact details,
- select topics or subscriptions they are interested in
- opt in and out of communications
- set preferences on language
- set preferences on how they want to receive notifications
- add multiple locations to receive notifications based on geofence
- add relatives to their profile, so that their dependents or other interested contacts receive notifications automatically

The portal is created with mobility in mind and works equally well on mobile devices and laptops/desktops.

Text to Keyword

Genasys offers an easy opt-in mechanism via text to keyword. Administrators of the system can create an unlimited number of keywords in the system – which automatically create a group within Genasys user management system.

The keyword is then socialized with the group of users or the public to be used as signup. Users text the keyword to a short code provided by Genasys and are automatically enrolled into the system anonymously. Now when publishing alert campaigns operators can include these anonymous users into the alert by selecting appropriate tag – named the same as the keyword.

A keyword is also associated with the retention time in the system – from hours to unlimited. For example, keyword SAFE24 could be used to retain all users who subscribe to this keyword by texting it from their number to Genasys short code will be retained in the system for 24 hours. Genasys internal rules will automatically remove the user entries after 24 hours or any other timer set by the administrators on a particular keyword.

This capability in particular makes Genasys unique from other providers, especially for state, provincial or municipal government entities because it customizes the experience for the variety of needs these public entities have.

Cell Broadcast

Genasys NEWS is a powerful Public Warning feature, allowing a national coverage, with geo-located SMS and Cell broadcasting, not requiring any pre-registration, subscription, download or configuration.

LRAD Speaker and Siren Integration

Genasys natively integrates with state-of-the-art LRAD hardware for mass notification. Using GIS tool the operators can engage LRAD sirens and loudspeakers deployed anywhere within the city boundaries or beyond if required. LRAD hardware is capable of operating independently of the power grid and be activated via the satellite connection. This turns Genasys into a highly available and redundant system that is extremely resilient to telecom coverage and power grid disruptions, which are extremely common during emergency incidents.

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| | | <p>Hazard Sense Genasys Hazard Sense enables seamless integration with physical security system sensors and monitoring devices to initiate event actions, including lockdowns. Hazard Sense disambiguates and manages disparate sensor events from physical security systems such as access control, fire or gas panels and sends targeted or location-based alerts to at risk individuals or groups.</p> | |
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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 * | | | | | | | | | | | | | | | | |
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| 42 | Describe any performance standards or guarantees that apply to your services | <p>For both solutions, Genasys' default Recovery Point Objective (RPO) or incremental database backup is 24 hours. However, this can be increased if required by a customer to an increment of 8 hours, which would result in 3 separate backups daily.</p> <p>Genasys' Recovery Time Objective (RTO) is based on three Availability Zones (AZs) in both US and Canada Amazon AWS. Resources are deployed across multiple Availability Zones (AZs), which enables faster disaster recovery for critical IT systems without incurring the infrastructure expense of a second physical site. If one Availability Zone (AZ) goes down, resources in other AZs can pick up and maintain continuity of service, so that no downtime is experienced. If by chance a complete region goes down and thus all three Availability Zones (AZs), it would take approximately 10 hours to recover a complete platform. Alternatively, Genasys can provide geo-redundance of a platform, by spreading it out between multiple regions if required by a customer or project, which would result in zero downtime if a complete AWS region were to go down.</p> <p>Below is a table that represents Genasys' guaranteed performance metric for various modalities in a standard configuration. These performance values are guaranteed for each individual client – the platform performance and scalability allow us to provide these figures to you during critical events. The full details are outlined in our SLA and attached in a separate document.</p> <table><tr><td>Modality</td><td>Standard Message</td><td>Minimum number of messages delivered</td></tr><tr><td>Email</td><td>500 characters</td><td>15,000/minute</td></tr><tr><td>SMS</td><td>500 characters</td><td>12,000/minute</td></tr><tr><td>Voice</td><td>30 seconds</td><td>5,000/minute</td></tr><tr><td>Genasys Mobile App</td><td>500 characters</td><td>20,000/minute</td></tr></table> <p>These number are based on our performance metrics but are subject to local network congestions and telecom operator capacities. Our experience shows that voice calls will require throttling (which we support) to avoid overwhelming District infrastructure.</p> | Modality | Standard Message | Minimum number of messages delivered | Email | 500 characters | 15,000/minute | SMS | 500 characters | 12,000/minute | Voice | 30 seconds | 5,000/minute | Genasys Mobile App | 500 characters | 20,000/minute | * |
| Modality | Standard Message | Minimum number of messages delivered | | | | | | | | | | | | | | | | |
| Email | 500 characters | 15,000/minute | | | | | | | | | | | | | | | | |
| SMS | 500 characters | 12,000/minute | | | | | | | | | | | | | | | | |
| Voice | 30 seconds | 5,000/minute | | | | | | | | | | | | | | | | |
| Genasys Mobile App | 500 characters | 20,000/minute | | | | | | | | | | | | | | | | |
| 43 | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | <p>Genasys and its subsidiary Genasys Communications Canada ensures that our GEM and GEM Enterprise software solutions are optimally running at 99.99% availability, for zero downtime and automatic recovery for our customers. Genasys' solutions are completely scalable to suite customer's needs and can range from 100 users to a million users on a single server.</p> <p>At Genasys, we strive for 100% customer satisfaction and are constantly evolving our technologies as a result. All our software solutions are produced and implemented in-house, meaning that all maintenance and software upgrades are done through Genasys. If a customer were to experience any technical issues, a support staff will immediately be notified and will work towards aiding the customer as soon as possible. Typically, and depending on urgency, software fixes are addressed and resolved within a day based on priority.</p> | * | | | | | | | | | | | | | | | |
| 44 | Describe any service or support contract options for the items included in your proposal. | <p>Genasys provides responsive customer support for every contract, with full access to our 24/7/365 support systems, customer portal, and support helpdesk with defined escalation procedures. Additionally, we provide software engineering staff, maintenance staff, and related support systems, as well as professional emergency notification consulting staff to provide our customers with the latest emerging technologies and best practices in unified crisis communication. Genasys has been providing customer support for over fifteen years, all our technical support staff are highly trained on the products.</p> | * | | | | | | | | | | | | | | | |

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * |
|-----------|---|--|
| 45 | What are your payment terms (e.g., net 10, net 30)? | <p>Our payment terms are described below and can also be found on page 6 of our SLA which is included in the additional documents to this proposal.</p> <p>Payment. Fees for the "Initial Term", as defined in the proposal, and each "Extended Term", as defined herein, are due and payable in advance. Additional fees incurred will be invoiced monthly during the "Term". The fees for the "Initial Term" are invoiced upon order; fees for each "Extended Term" are invoiced no earlier than the renewal date. Payment of all invoices shall be made within thirty (30) days' of the date of the invoice.</p> <p>Invoices paid after the due date shall be subject to a service charge of one and one-half percent (1.5%) per month. It is expressly agreed and understood that in no event shall the aggregate service charge exceed the maximum rate which can be charged under applicable law.</p> <p>Fees do not include taxes of any kind, including, but not limited to, sales; use; excise; value added tax; or any import, export or similar tax or duties levied upon the Service which Genasys may incur in respect of this Terms (all of which for the purposes of this Section 5.0 referred to as "taxes"). In addition to any other payments due under these Terms, Subscriber hereby agrees to pay and hold Genasys harmless from any and all taxes which Genasys may incur in respect of these Terms applicable under the then applicable tax regulation at the time of invoicing. To the extent applicable, if Subscriber has a direct pay permit, an exemption certificate, a resale certificate applicable to these Terms, or any other permit or certificate that affects Genasys' payment of the aforementioned taxes then Subscriber will provide Genasys with a copy of this permit or certificate upon the execution of these Terms. Subscriber will not be required to pay any gross receipts tax or income tax levied or imposed against Genasys' income.</p> |
| 46 | Describe any leasing or financing options available for use by educational or governmental entities. | Genasys is willing to offer financing options to Sourcewell participating entities by working with our financing partners. |
| 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. | Our software services are sold directly through our sales team, no dealers or other entities are involved. It is the responsibility of Sales Administration to take orders, determine customer requirements and review the order for acceptance. Our sales and customer experience are all recorded through our CRM, D365. All orders will be process through this platform which allows the Genasys Sales team to easily access sales history and report quarterly sales through Sourcewell entities 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? | Yes Genasys accepts P-Card and credit card payments. Any payment over \$10,000 will require an additional 3% processing fee. Splitting the transaction is not allowed. |

Table 11: Pricing and Delivery

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

| Line Item | Question | Response * |
|-----------|--|--|
| 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. | <p>The pricing model Genasys uses and that is proposed in this RFP is Product Category discounts for Sourcewell entities.</p> <p>Each line item in our Professional Services categories is discounted 5% Each line item in our Citizen Alerting Block Pricing and GEM Public Safety - Product Features Price List is discounted 10% for Sourcewell entities</p> <p>Our Professional Services are priced based on need and size of project. These se professional services packages include dedicated engineering installations, configuration and training.</p> <p>Our Citizen Alerting Block Pricing includes pricing for entities that wish to alert to the public via email, SMS, and voice. This pricing is quantified in number of users with built in volume discounts additional to the 10% discount proposed exclusive to Sourcewell entities.</p> <p>The GEM Public Safety - Product Features Price List includes individual pricing for enterprise alerting ie. Alerting number of staff as opposed to population based pricing,. This price lists also includes the proposed pricing for Genasys Panic buttons, optional connectors to hardware such as access control, fire systems, displays, pagers VOIP phones and speakers. In this price list we also include optional pricing for API connectors to other emergency notification vendors such as Alertus and Rave to accommodate to customers who are switching vendors. We also offer custom API for 3rd party mobile applications.</p> <p>Genasys Professional Services Price List</p> <p>One Time - Professional Services Fees (5% Discount for Sourcewell entities for both Canadian and US transactions)</p> <p>GEM-ICT-4 Dedicated Engineering Installation, Configuration and 4-Hour Training Package</p> |

| |
|---|
| Quantity: 1 List Price \$1,800.00 Source Well Pricing \$1,710.00 |
| GEM-ICT-8 Dedicated Engineering Installation, Configuration and 8-Hour Training Package Quantity: 1 List Price \$2,500.00 Sourcewell Pricing \$2,375.00 |
| GEM-ICT-12 Dedicated Engineering Installation, Configuration and 12-Hour Training Package Quantity: 1 List Price \$3,000.00 Sourcewell Pricing \$2,850.00 |
| GEM-ICT-16 Dedicated Engineering Installation, Configuration and 16-Hour Training Package Quantity: 1 List Price \$3,500.00 Sourcewell Pricing \$3,325.00 |
| GEM-CITMAP-ICT-4 Dedicated Engineering Installation, Configuration Citizen Targeting via Mapping Only - 4 Hours Quantity: 1 List Price \$795.00 Sourcewell Pricing \$755.25 |
| GEM-IPAWS-ICT-4 Dedicated Engineering Installation, Configuration IPAWS - 4 Hours Quantity: 1 List Price \$795.00 Sourcewell Pricing \$755.25 |
| GEM-SM-ICT-2 Dedicated Engineering for One Social Media Platform Configuration - 2.5 Hours Quantity: 1 List Price \$250.00 Sourcewell Pricing \$237.50 |
| GEM-SM-ICT-4 Dedicated Engineering for Two Social Media Platform Configurations - 2.5 Hours Quantity: 1 List Price \$500.00 Sourcewell Pricing \$475.00 |
| GEM-D-INT-8 Dedicated Engineering for 3rd Party Network Device Integration - 8 Hours Quantity: 1 List Price \$1,600.00 Sourcewell Pricing \$1,520.00 |
| GEM-D-INT-16 Dedicated Engineering for 3rd Party Network Device Integration - 16 Hours Quantity: 1 List Price \$2,960.00 Sourcewell Pricing \$2,812.00 |
| GEM-D-INT-24 Dedicated Engineering for 3rd Party Network Device Integration - 24 Hours Quantity: 1 List Price \$4,080.00 Sourcewell Pricing \$3,876.00 |
| GEM-SW-APPARMOR-DAY Dedicated Software/API Engineering for App Armor CAP Connector Development, Testing - 8 Hours Quantity: 1 List Price \$1,495.00 Sourcewell Pricing \$1,420.25 |
| GEM-SW-ALTSBEAC-DAY Dedicated Software/API Engineering for Alertus Beacon CAP Connector Development, Testing - 8 Hours Quantity: 1 List Price \$1,495.00 Sourcewell Pricing \$1,420.25 |
| GEM-SW-ALTSDT-DAY Dedicated Software/API Engineering for Alertus Desktop App Connector Development, Testing - 8 Hours Quantity: 1 List Price \$1,495.00 Sourcewell Pricing \$1,420.25 |
| GEM-SW-SSO-DAY Dedicated Software Engineering for SSO Configuration, Testing - 8 Hours Quantity: 1 List Price \$1,495.00 Sourcewell Pricing \$1,420.25 |

| | |
|--|--|
| GEM-SW-API-DAY | Dedicated Software/API Engineering for 3rd Party Connector Development, Testing - 8 Hours |
| Quantity: | 1 |
| List Price | \$1,495.00 |
| Sourcewell Pricing | \$1,420.25 |
| GEM-SW-API-WK | Dedicated Software/API Engineering for 3rd Party Connector Development, Testing - 40 Hours |
| Quantity: | 1 |
| List Price | \$6,353.75 |
| Sourcewell Pricing | \$6,036.06 |
| GEM-PS-DAY | Customized Professional Services, Remote - 8 Hours |
| Quantity: | 1 |
| List Price | \$1,395.00 |
| Sourcewell Pricing | \$1,325.25 |
| GEM-PS-DAY | Customized Professional Services, Remote - 40 Hours |
| Quantity: | 1 |
| List Price | \$5,928.75 |
| Sourcewell Pricing | \$5,632.31 |
| GEM-SVT-4 | Standard 4 Hour GEMe-Virtual Training Class |
| Quantity: | 1 |
| List Price | \$995.00 |
| Sourcewell Pricing | \$945.25 |
| GEM-SVT-8 | Standard 8 Hour GEMe-Virtual Training Class |
| Quantity: | 1 |
| List Price | \$1,492.50 |
| Sourcewell Pricing | \$1,417.88 |
| GEM-CVT-4 | Customized 4 Hour GEMe-Virtual Training Class |
| Quantity: | 1 |
| List Price | \$1,995.00 |
| Sourcewell Pricing | \$1,895.25 |
| GEM-CVT-8 | Customized 8 Hour GEMe-Virtual Training Class |
| Quantity: | 1 |
| List Price | \$2,992.50 |
| Sourcewell Pricing | \$2,842.88 |
| GEM Public Safety - Citizen-Block Pricing Matrix | List price and Sourcewell discount on these line items is 10% for both Canadian and US transactions. |
| GEM-PS-EUL-5000 | GEM Public Safety - Unlimited Alerts - Voice, SMS/Text, Email, Mobile App & Social Media - (5,000 Citizens) |
| List Price: | \$1,000.00 |
| Sourcewell Pricing: | \$900.00 |
| GEM-PS-EUL-7500 | GEM Public Safety - Unlimited Alerts - Voice, SMS/Text, Email, Mobile App & Social Media - (7,500 Citizens) |
| List Price: | \$1,500.00 |
| Sourcewell Pricing: | \$1,350.00 |
| GEM-PS-EUL-10000 | GEM Public Safety - Unlimited Alerts - Voice, SMS/Text, Email, Mobile App & Social Media - (10,000 Citizens) |
| List Price | \$1,950.00 |
| Sourcewell Price: | \$1,755.00 |
| GEM-PS-EUL-15000 | GEM Public Safety - Unlimited Alerts - Voice, SMS/Text, Email, Mobile App & Social Media - (15,000 Citizens) |
| List Price: | \$2,850.00 |
| Sourcewell Pricing: | \$2,565.00 |
| GEM-PS-EUL-20000 | GEM Public Safety - Unlimited Alerts - Voice, SMS/Text, Email, Mobile App & Social Media - (20,000 Citizens) |
| List Price: | \$3,700.00 |
| Sourcewell: | \$3,330.00 |
| GEM-PS-EUL-25000 | GEM Public Safety - Unlimited Alerts - Voice, SMS/Text, Email, Mobile App & Social Media - (25,000 Citizens) |
| List Price: | \$4,500.00 |
| Sourcewell Pricing: | \$4,050.00 |
| GEM-PS-EUL-30000 | GEM Public Safety - Unlimited Alerts - Voice, SMS/Text, Email, Mobile App & Social Media - (30,000 Citizens) |
| List Price: | \$6,125.00 |
| Sourcewell Pricing: | \$5,512.50 |
| GEM-PS-EUL-40000 | GEM Public Safety - Unlimited Alerts - Voice, SMS/Text, Email, Mobile App & Social Media - (40,000 Citizens) |
| List Price: | \$5,950.00 |
| Sourcewell Pricing: | \$5,355.00 |
| GEM-PS-EUL-50000 | GEM Public Safety - Unlimited Alerts - Voice, SMS/Text, Email, Mobile App & Social Media - (50,000 Citizens) |

| | |
|--|---|
| List Price: \$8,250.00 Sourcewell Pricing: \$7,425.00 | |
| GEM-PS-EUL-60000 GEM Public Safety - Unlimited Alerts - Voice, SMS/Text, Email, Mobile App & Social Media - (60,000 Citizens) List Price: \$8,000.00 Sourcewell Pricing: \$7,200.00 | * |
| GEM-PS-EUL-75000 GEM Public Safety - Unlimited Alerts - Voice, SMS/Text, Email, Mobile App & Social Media - (75,000 Citizens) List Price: \$11,625.00 Sourcewell Pricing: \$10,462.50 | |
| GEM-PS-EUL-90000 GEM Public Safety - Unlimited Alerts - Voice, SMS/Text, Email, Mobile App & Social Media - (90,000 Citizens) List Price: \$15,000.00 Sourcewell Pricing: \$13,500.00 | |
| GEM-PS-EUL-105000 GEM Public Safety - Unlimited Alerts - Voice, SMS/Text, Email, Mobile App & Social Media - (105,000 Citizens) List Price: \$14,500.00 Sourcewell Pricing: \$13,050.00 | |
| GEM-PS-EUL-120000 GEM Public Safety - Unlimited Alerts - Voice, SMS/Text, Email, Mobile App & Social Media - (120,000 Citizens) List Price: \$21,000.00 Sourcewell Pricing: \$18,900.00 | |
| GEM-PS-EUL-135000 GEM Public Safety - Unlimited Alerts - Voice, SMS/Text, Email, Mobile App & Social Media - (135,000 Citizens) List Price: \$27,000.00 Sourcewell Pricing: \$24,300.00 | |
| GEM-PS-EUL-150000 GEM Public Safety - Unlimited Alerts - Voice, SMS/Text, Email, Mobile App & Social Media - (150,000 Citizens) List Price: \$32,500.00 Sourcewell Pricing: \$29,250.00 | |
| GEM-PS-EUL-175000 GEM Public Safety - Unlimited Alerts - Voice, SMS/Text, Email, Mobile App & Social Media - (175,000 Citizens) List Price: \$31,250.00 Sourcewell Pricing: \$28,125.00 | |
| GEM-PS-EUL-200000 GEM Public Safety - Unlimited Alerts - Voice, SMS/Text, Email, Mobile App & Social Media - (200,000 Citizens) List Price: \$36,000.00 Sourcewell Pricing: \$32,400.00 | |
| GEM-PS-EUL-250000 GEM Public Safety - Unlimited Alerts - Voice, SMS/Text, Email, Mobile App & Social Media - (250,000 Citizens) List Price: \$34,500.00 Sourcewell Pricing: \$31,050.00 | |
| GEM-PS-EUL-300000 GEM Public Safety - Unlimited Alerts - Voice, SMS/Text, Email, Mobile App & Social Media - (300,000 Citizens) List Price: \$33,000.00 Sourcewell Pricing: \$29,700.00 | |
| GEM-PS-EUL-400000 GEM Public Safety - Unlimited Alerts - Voice, SMS/Text, Email, Mobile App & Social Media - (400,000 Citizens) List Price \$42,000.00 Sourcewell Pricing: \$37,800.00 | |
| GEM-PS-EUL-500000 GEM Public Safety - Unlimited Alerts - Voice, SMS/Text, Email, Mobile App & Social Media - (500,000 Citizens) List Price: \$50,000.00 Sourcewell Pricing: \$45,000.00 | |
| GEM-PS-EUL-750000 GEM Public Safety - Unlimited Alerts - Voice, SMS/Text, Email, Mobile App & Social Media - (750,000 Citizens) List Price \$71,250.00 Sourcewell Pricing: \$64,125.00 | |
| GEM-PS-EUL-1000000 GEM Public Safety - Unlimited Alerts - Voice, SMS/Text, Email, Mobile App & Social Media - (1,000,000 Citizens) List Price: \$90,000.00 Sourcewell Pricing: \$81,000.00 | |
| GEM-PS-EUL-1500000 GEM Public Safety - Unlimited Alerts - Voice, SMS/Text, Email, Mobile App & Social Media - (1,500,000 Citizens) List Price: \$135,000.00 Sourcewell Pricing: \$121,500.00 | |
| GEM-PS-EUL-2000000 GEM Public Safety - Unlimited Alerts - Voice, SMS/Text, Email, Mobile App & Social Media - (2,000,000 Citizens) List Price: \$170,000.00 Sourcewell Pricing: \$153,000.00 | |
| GEM-PS-EUL-3000000 GEM Public Safety - Unlimited Alerts - Voice, | |

SMS/Text, Email, Mobile App & Social Media - (3,000,000 Citizens)
List Price: \$255,000.00
Sourcewell Pricing: \$229,500.00

GEM-PS-EUL-4000000 GEM Public Safety - Unlimited Alerts - Voice,
SMS/Text, Email, Mobile App & Social Media - (4,000,000 Citizens)
List Price: \$320,000.00
Sourcewell Pricing: \$288,000.00

GEM-PS-EUL-5000000 GEM Public Safety - Unlimited Alerts - Voice,
SMS/Text, Email, Mobile App & Social Media - (5,000,000 Citizens)
List Price: \$400,000.00
Sourcewell Pricing: \$360,000.00

GEM Public Safety - Product Features Price List
System License - Software Subscription

GEM-PS-CL-SYS Genasys Public Safety - Cloud System
List Price: \$995.00
Sourcewell Pricing: \$895.50

GEM-IPAWS-CL-SYS Genasys IPAWS
List Price: \$1,095.00
Sourcewell Pricing: \$985.50

GEM-WE-CL-SYS Automated Weather
List Price: \$995.00
Sourcewell Pricing: \$895.50

GEM-IDM-SYS GEM Intelligent Data Manager
List Price: \$1,195.00
Sourcewell Pricing: \$1,075.50

GEM-SMSOPT-SYS GEM Short Code & Key Word Op-In/Out
List Price: \$995.00
Sourcewell Pricing: \$895.50

GEM-DTGW-SYS GEM Gateway for Desktop Clert/Panic Apps
List Price: \$295.00
Sourcewell Pricing: \$265.50

End User (Employee) License - Software Subscription

GEM-ALERT-SMS-EUL GEM Alerting-SMS Text
Quantity: 1
List Price: \$2.52
Sourcewell Pricing: \$2.27

GEM-ALERT-VOICE/FAX-EUL GEM Alerting-Phone/Fax
Quantity: 1
List Price: \$3.25
Sourcewell Pricing: \$2.93

GEM-ALERT-EMAIL-EUL GEM Alerting-Email
Quantity: 1
List Price: \$0.50
Sourcewell Pricing: \$0.45

GEM-ALERT-EMAIL-EUL GEM Alerting-Email
Quantity: 1
List Price: \$0.50
Sourcewell Pricing: \$0.45

GEM-ALERT-DTOP-EUL GEM Alerting-Desktop Alert- Per PC/MAC
Quantity: 1
List Price: \$3.00
Sourcewell Pricing: \$2.70

GEM-PANIC-MOBAPP-EUL GEM Mobile Panic App
Quantity: 1
List Price: \$5.00
Sourcewell Pricing: \$4.50

GEM-PANIC-DTOP-EUL GEM Desktop Panic App - Per PC/MAC
Quantity: 1
List Price: \$10.00
Sourcewell Pricing: \$9.00

Network Connectors - 2RU Command & Control Units
GEM-2RU-DD GEM Digital Display-Network Connector
Quantity: 1
List Price: \$995.00
Sourcewell Pricing: \$895.50

GEM-2RU-FA GEM Fire Alarm-Network Connector
Quantity: 1
List Price: \$1,995.00
Sourcewell Pricing: \$1,795.50

| | | | |
|----|---|---|---|
| | | <p>GEM-2RU-PAGE GEM Pager-Network Connector Quantity: 1 List Price: \$495.00 Sourcewell Pricing: \$445.50</p> <p>GEM-2RU-LORAWAN GEM LoRawan Gateway-Network Connector Quantity: 1 List Price: \$995.00 Sourcewell Pricing: \$895.50</p> <p>GEM-2RU-BEACON GEM Alertus Beacon Gateway-Network Connector Quantity: 1 List Price: \$995.00 Sourcewell Pricing: \$895.50</p> <p>GEM-2RU-ALERTUS-DT GEM Alertus Desktop App-Connector Quantity: 1 List Price: \$495.00 Sourcewell Pricing: \$445.50</p> <p>GEM-2RU-MOBAPP-3P GEM 3rd Party Mobile App-Connector Quantity: 1 List Price: \$995.00 Sourcewell Pricing: \$895.50</p> <p>GEM-2RU-PA GEM PA System-Network Connector Quantity: 1 List Price: \$995.00 Sourcewell Pricing: \$895.50</p> <p>GEM-2RU-SIREN GEM Siren-Network Connector Quantity: 1 List Price: \$2,995.00 Sourcewell Pricing: \$2,695.50</p> <p>All items that we would like Sourcewell to consider as part of our RFP response can also be found in the attached document Genasys-Sourcewell Proposed Pricing Matrix May 2021.</p> | |
| 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. | <p>The pricing discount proposed in this RFP is Product Category discounts for Sourcewell entities.</p> <p>Each line item in our Professional Services categories is discounted 5%</p> <p>Each line item in our GEM Price list and Citizen Alerting Block Pricing is discounted 10% for Sourcewell entities.</p> | * |
| 51 | Describe any quantity or volume discounts or rebate programs that you offer. | <p>In our pricing matrix, volume discounts are built into our pricing model this can be shown on page 2 of our Genasys-Sourcewell Proposed Pricing Matrix May 2021 under the Citizen Block Pricing Matrix.</p> <p>In this matrix our pricing for 5000 users before the Sourcewell discount is 1,000. This would equal 20 cents a user. This user price reduced the more # of users purchased in a contract. For example, if a system is purchased for 60,000 citizens at 8000 dollars the user price would be 13 cents a user and reduces similarly the larger the quantity of users.</p> | * |
| 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. | All sourced products will be provided at 10% discount to Sourcewell. The cost of such products (typically custom software connectors and integrations for the customers) would be determined on an individual basis based on the requirements from customers. | * |
| 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. | Taxes are not included in the pricing submitted in the Genasys response to this RFP. | * |
| 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. | Freight, and shipping are not required for delivery of our software products and services. | * |
| 55 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Freight, and shipping are not required for delivery of our software products and services. | * |
| 56 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Genasys software delivery, implementations and training are done remotely. | * |

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|---|
| 57 | d. other than what the Proposer typically offers (please describe). | The pricing the Genasys is proposing for Sourcewell is a 5% discount on our professional services and a 10% discount on our software services ranging from licenses for Unlimited alerting, to additional integrations with displays and physical security systems. The proposed administrative fee that Genasys would pay to Sourcewell for facilitating the partnership is 1% of total sales per quarter. This pricing is different from other purchasing agreement offers because other agreements have been pursued with a reseller which affects the pricing. Our team wanted to provide a unique discount to Sourcewell entities. A detailed description of line items with discounts can be found in Table 11 Line item 49 and in the attached document Sourcewell Pricing Matrix. |

Table 13: Audit and Administrative Fee

| Line Item | Question | Response * | |
|-----------|--|---|---|
| 58 | 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. | Sarah Goldsmith, would be the Lead Account Executive and key contract contact. She will be responsible for verifying compliance with the Sourcewell contract. This would include that Sourcewell entities receive the proper pricing, that quarterly sales are reported to Sourcewell and that administrative fees are paid by Genasys to Sourcewell for each year of the contract. | * |
| 59 | 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. | The Genasys Sales CRM platform allows us to track variety of levels of Customer opportunities and commitment. 1. Identify 2. Qualify. 3. Best Case 4. Commit 5. PO Received These would be the metrics would be examined at each Fiscal Quarter to track the success of the contract and our efforts. | * |
| 60 | 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.) | Genasys' proposed administrative fee that would be paid to Sourcewell is 1% of sales facilitated by Sourcewell each quarter. | * |

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

| Line Item | Question | Response * | |
|-----------|---|---|--|
| 61 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>GEM (Genasys Emergency Management)</p> <p>Genasys Emergency Management (GEM) is a platform that provide future-proof integrations into existing investments of 3rd party systems into one complete unified critical communication solution. Genasys natively supports LRAD acoustic hailing devices, such as sirens, loudspeakers, and other acoustic hailing devices.</p> <p>Genasys is the only platform on the market that does not have to rely on the telecom carrier coverage in the area or power grid availability: through satellite connections and autonomous LRAD trailers with sirens and speakers, Genasys can support notification to the community even with complete outage of cellular service or power grid malfunction in the impacted area.</p> <p>This set of capabilities makes Genasys an integral part of any emergency preparedness architecture. These integrations support the ability to monitor multiple data feeds, including AlertReady to trigger alerts that can be delivered to multiple devices.</p> <p>Genasys' unified, web-enabled interface will allow Sourcewell customers to quickly communicate a consistent message across multiple channels and delivery devices, including SMS, phone calls, email, push notifications, social media, web-page and CAP/RSS feeds.</p> <p>By deploying GEM Sourcewell customers can rapidly contact thousands of residents in the impacted area. Using a web-based console, Operators from any location in the organization can activate alerts to virtually any device, track responses and view accountability reports in real-time. Automatic notifications can be triggered by physical sensors and data feeds.</p> | |

GEM-Enterprise

When an emergency occurs, whether natural or man-made, there is an urgent need for the broadcast and delivery of essential alerts and critical information to the leadership, staff, employees, contractors and visitors – precisely, effectively and extremely timely. Such emergency alerting requires urgent broadcasts of point-to-multipoint messages and 2-way situational awareness.

Genasys' GEM-Enterprise solution, commercial off-the-shelf software, natively integrating with enterprise data sources, networks, infrastructure, and operational processes that can effectively reach 100% of the organizational workforce.

Genasys provides not only a software product that has been deployed and operated with success by multiple Canadian government entities and functions, but also a unique approach to deploying a turn-key solution that fits into existing operational procedures and is backed up by unparalleled support team and account management team that brings a wealth of knowledge and experience from prior government deployments.

GEM-Enterprise is a single-screen browser-accessible console allows role-based single sign-on authenticated security personnel to access the console and broadcast based on templates or send on-the-fly created alerts to target broadcast recipients by location (e.g. geolocation, at a hotspot, in specific LAN groupings, in a specific building, etc.) or by logical grouping (e.g. department, sub-domain, team, etc.). Security personnel can send location-specific, group-specific, or general audience broadcasts, allowing maximum flexibility for management of critical situations.

Alerts are originated under operator control from the Broadcast Console, and only by authenticated security personnel. The following figure shows the console broadcast page just as a targeted broadcast is about to be initiated.

Originating an alert requires the specification of the:

- Message: the subject, short text, full text, image, audio, duration, and the urgency level of the alert
- Recipients: the group(s) or location(s) that will receive the alert
- Delivery Media: the media channels used to deliver the alert

Notifications can consist of text, images, audio clips and/or video. The notifications may be originated by authorized personnel, using the GEM-Enterprise web-based console, or via events originated from third-party physical security equipment such as access control, fire systems, gunshot detectors, government agency alerts such as Alert Ready, etc. (i.e. "automated event Triggers"). The console allows the operator to create sets of template notifications for this purpose.

Message recipients are selected by group membership, predefined location, and/or real-time location based on network auto-discovery. Recipients and their devices can be auto-discovered from enterprise resources such as WiFi or wired networks, VoIP systems, and/or corporate directories including Active Directory or Access Control directories or HR systems or through the Opt-in portal. Recipient information is also collectible via an opt-in web portal and/or imported into the internal database from other enterprise resources.

Genasys Communications Canada has developed the unique device auto-discovery approach for wired and wireless network environments. With the auto-discovery deployed, GEM-Enterprise can target any employee, contractor or visitor - based on their location and without any prior opt-in into the system. This approach boosts the reachability of the system tremendously and allows for automatic notification of any traveling personnel in any remote or satellite office.

Genasys Mobile and Desktop Applications

Genasys has both Desktop and Mobile Panic Buttons that integrate with GEM-Enterprise.

Genasys@Panic for Mobile is a panic button app for smartphones while at work or away from work that addresses emergency communication as users mix personal and work environments in the enterprise with BYOD (Bring Your Own Device) to work.

Genasys@Panic works in conjunction with the Genasys® Emergency Management (GEM) Enterprise which provides complete critical and emergency communications and control enabling situational awareness, information sharing, rapid alerting across all devices and networks, and control through advanced integration with physical security to issue or trigger lockdowns on demand.

Genasys@Panic has two other modes:

Genasys@I-am-OK: this mode is aimed at ensuring that end users can indicate their work and personal contacts that they are OK if a major disaster or explosion has occurred in their vicinity or when they arrive safely at their destination.

Genasys@Guard: this mode combines Genasys@Panic and Genasys@I-am-OK functionalities with ANY other functions that the enterprise wants to alert on – including Medical Emergency, Assault, Threat, etc.

Genasys@Panic for Desktops works in a similar manner to the Genasys@Panic for mobile while at work. When the end user selects the icon on their desktop, an alert is issued to the security team with the location of the end user. The security team members receive the alert at the desktop or on their respective mobile devices. The panic alerts can be cleared from the administrator console once the situation is resolved. The alert includes a link to the location of the individual who issued the Genasys@Panic so they can easily be found.

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| 62 | <p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p> | <p>Other Categories that best describe our solution are: Category 1: Application-based alerting or paging systems Category 2: Other public safety software solutions</p> <p>This RFP Category is Public Safety Software, as explained in this RFP our emergency management solution, GEM, is an essential tool for public safety. GEM is capable of sending alerts to a heavy volume of end users ensuring proper critical communications in an emergency. Genasys has experience in installing our GEM solution with municipalities, academic institutions, hospitals and government institutions for public safety purposes. Our emergency management solution focuses on mass notification and emergency management processes.</p> <p>Enterprise Emergency Notification and Mass Notification With GEM Enterprise our product is capable of working on the enterprise level and provide emergency notifications for a low number of end-users such as businesses, corporations and even mobile workers. Our solution is capable of integrating with a variety of external hardware, this makes our solution enhance any type of emergency notification protocols.</p> <p>Category 3: Related services - installation, training, maintenance, integration, support, data analytics, and customization</p> <p>Genasys provides maintenance and support training, covering required technical maintenance, and detailed administrator/operator training for personnel from all entities authorized to activate and control the provided solution. The number of training days and visits is customizable to fit individual customer needs. Genasys provides all training via its customer portal, on-site and virtually with a Certified Trainer. Genasys on-site training will occur following system installation and client push. In addition to training, Genasys personnel will work with a designated functional administrator (or designated representative) to customize the system by creating distribution lists and alerts that match organization processes and procedures.</p> <p>Genasys is fully integrated with IPAWS and is compliant with FEMA standards and validates their environment. Genasys is a provider of state-of-the-art LRAD (Long Range Acoustic Device) hardware for mass notification, and our software natively integrates with hardware speakers sirens, which can be activated for efficient reach of every member of the community in an emergency. Genasys also supports receiving events from other Global CAP sources, such as NOAA, EAS, and Alert Ready. Additionally, our GEM-Enterprise solution can integrate with a wide variety of hardware and software solutions, including fire panel system, access control equipment, cameras, building automation systems, Common Alerting Protocol (CAP) sources, panic buttons.</p> |
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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) | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A | * |
| 64 | Records Management Software (RMS) | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A | * |
| 65 | Learning Management Software (LMS) | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A | * |
| 66 | Situational awareness and information management systems | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A | * |
| 67 | Incident command, logging recorder, and evidence, ticketing, or citation management systems | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A | * |
| 68 | Scheduling workforce management, and billing systems | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A | * |
| 69 | Application-based alerting or paging systems | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes. All three of our Mobile applications Genasys@Panic, Genasys@I-am-OK, Genasys@Guard, and our Genasys@Panic for Desktop are classified as application-based alerting. Each application is downloaded on mobile or desktop and can be used by end-users to notify help in critical situations or act as an indication that they are safe. | * |
| 70 | Personnel, non-fleet asset, resource, and controlled substance tracking or location solutions | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A | * |
| 71 | Other public safety software solutions | <input checked="" type="radio"/> Yes <input type="radio"/> No | <p>Yes. Both our Genasys Emergency Management (GEM) and GEM- Enterprise (GEM-E) are public safety software solutions.</p> <p>GEM is one complete unified critical communication solution, that can send messages across multiple channels and delivery devices, including SMS, phone calls, email, push notifications, social media, webpage and CAP/RSS feeds. By deploying GEM Sourcewell customers can rapidly contact thousands of recipients during an emergency. Operators of GEM can activate alerts to virtually any device, track responses and view accountability reports in real-time.</p> <p>Similarly, the GEM-Enterprise (GEM-E) solution is a commercial off-the-shelf software, that natively integrating with enterprise data sources, networks, infrastructure, and operational processes that can effectively reach 100% of the organizational workforce. GEM-E receives events from third party equipment and applications and processes the event into an alert. GEM-E supports any communication pathway to send out an alert, including email, SMS, VoIP, Desktop/Smartphone/Tablet Pop-ups, tickers, radios (Land Mobile Radios), callouts, social networks, etc. Events can from a wide variety of hardware and software solutions, including fire panel system, access control equipment, cameras, building automation systems, Common Alerting Protocol (CAP) sources, panic buttons, etc.</p> | * |
| 72 | Related services - installation, training, maintenance, integration, support, data analytics, and customization | <input checked="" type="radio"/> Yes <input type="radio"/> No | <p>Yes. Genasys will provide maintenance and support training, covering required technical maintenance, and detailed administrator/operator training for personnel from all entities authorized to activate and control the provided solution. The number of training days and visits is customizable to fit individual customer needs. Genasys provides all training via its customer portal, on-site and virtually with a Certified Trainer. Genasys on-site training will occur following system installation and client push. In addition to training, Genasys personnel will work with a designated functional administrator (or designated representative) to customize the system by creating distribution lists and alerts that match organization processes and procedures.</p> <p>Genasys is fully integrated with IPAWS and is compliant with FEMA standards and validates their environment. Genasys is a provider of state-of-the-art LRAD (Long Range Acoustic Device) hardware for mass notification, and our software natively integrates with hardware speakers sirens, which can be activated for efficient reach of every member of the community in an emergency. Genasys also supports receiving events from other Global CAP sources, such as NOAA, EAS, and Alert Ready. Additionally, our GEM-Enterprise solution can integrate with a wide variety of hardware and software solutions, including fire panel system, access control equipment, cameras, building automation systems, Common Alerting Protocol (CAP) sources, panic buttons.</p> <p>Ultimately, Genasys wants to work with customers to find a solution that caters to their needs and requirements. As a company we are constantly looking to advance and improve our solutions to better serve our current and future customers. We value any input and customization requests, as it is beneficial insight to how our solutions can further develop.</p> | * |

Table 15: Industry Specific Questions

| Line Item | Question | Response * | |
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| 73 | Describe your data privacy, integrity, and protection standards, and the adherence of your products and services to applicable cybersecurity or applicable industry standards. | <p>Both GEM and GEM solution are ISO 27001 compliant, held to the standard for establishing, implementing, maintaining, and continually improving our solutions. This standard also implicates that security software to preserve confidentiality, integrity, and availability of information by assessing and managing risks.</p> <p>A breakdown of data privacy, integrity, and protection standards per Genasys software solutions:</p> <p>GEM sends an encrypted payload to carriers for delivery of messages to specific phones via calls, SMS messages and emails. The data at rest is encrypted in GEM as well as data in transit – over 256-bit TLS/SSL with AES keys. Data transmitted to carriers does not carry any personally identifiable information: just the numbers to deliver the message to and the message itself. After responses are collected, the information is wiped from the carrier pool and resides only in GEM with the history of past alerts.</p> <p>GEM-Enterprise servers use FIPS 140-2-compliant encryption or hashing for protected data at rest, and leverage FIPS 140-2 secure SSL for protecting data in transit. Current encryption standards used are: AES256/CBC encryption, RSA2048 for key establishment, SHA512 hashing, and SHA256 for HMAC authentication. Current SSL standards used are: TLS 1.2 encryption (TLS 1.3 coming soon). Genasys servers incorporate a firewall, which is used to lock down access to specific origination IP ranges and ports based on customer access and integration requirements.</p> <p>End-user (recipient) information may be stored on the Genasys server database or may be held externally in a controlled database or directory. Depending on the deployment requirements, recipient information may not be required if only anonymous alerting is required. On-server data can be purged from the system immediately after a user leaves the organization.</p> | * |
| 74 | Describe your data backup and recovery solutions. | <p>Both GEM and GEM-Enterprise software are hosted in highly reliable AWS cloud. The system architecture is configured so that there is no single point of failure. Industry standard tools are leveraged in the AWS cloud for cyber-intrusion detection and prevention. All cloud procedures follow NIST SP 500-299 recommendations.</p> <p>Within the AWS environment, resources are deployed across multiple Availability Zones (AZs), which enables faster disaster recovery for critical IT systems without incurring the infrastructure expense of a second physical site. Each AZ is a discrete fault domain providing a high degree of isolation from infrastructure failures in other AZs. AZs are connected to multiple Internet Service Providers (ISPs) and different power grids and interconnected using high-speed links. AWS employs a redundant connection to multiple communication services and AZs are all redundantly connected to multiple tier-1 transit providers.</p> <p>Physical, network, storage, and system component redundancy have been implemented for continuous operation, high availability, and resiliency. This includes redundant application servers, load balancers, and a shared storage cluster with multiple SQL servers. All data hosted by AWS is backed up across AZs, allowing for data recovery in the event of failure or loss. Generally, if a failure occurs on resources in one AZ, resources in other AZs can maintain continuity of service, and additional resources can be brought online in other AZs in near-real time to ensure the service maintains operations and capacity. In the case of failure of an entire AZ, automated processes can move customer traffic away from the affected AZ to an alternate AZ to provide seamless failover. It is also possible to manually redirect operations to a specific AZ as needed if customers experience issues with degraded services in a single AZ. Amazon has automatic recovery operations to bring failed or impacted components within an affected AZ back online and up to date, and if necessary, would perform manual recovery operations to any affected components that could not be automatically recovered.</p> <p>To conclude, both GEM and GEM-E can be backed up regularly and all data will be under Sourcewell customer's control, ensuring that the customer has access to any information at any time. The system data is backed up daily as configured by administrators and data can be restored from backup to primary server within hours. Additionally, administrators would also be able to configure the length of time data is retained in the system. Whether it is for 90 days or longer, it is completely customizable based off of the Sourcewell customers needs.</p> | * |
| 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. | <p>The GEM and GEM-Enterprise software can be deployed on premise as a virtual machine on the customers' existing hardware or in the cloud supported by Amazon AWS servers. The AWS servers are isolated data centers within Canada and US, that is protected and approved by both Governments and Security Standards. In Canada, the Amazon AWS servers are in Vancouver and Toronto. All data pertaining to customers will be hosted within the Amazon AWS cloud infrastructure, which uses patented encryption techniques, furthermore, data will be secured behind their own individual firewall. In the US, the Amazon AWS servers are in California, Northern Virginia, Ohio, and Oregon.</p> | * |

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| 76 | Describe connectivity, interoperability and integration capabilities between your offered solution(s) and other software systems. | <p>Genasys is offering software solutions that can systematically facilitate interoperability and inclusion to Sourcewell customers, whether it be departments, agencies, organizations, and institutions. Genasys solutions can be setup in a multitude of ways to suite the needs of Sourcewell customers.</p> <p>The GEM software solution is integrated with IPAWS and is fully compliant with FEMA standards and validates their environment. GEM is also a provider of state-of-the-art LRAD (Long Range Acoustic Device) hardware for mass notification, and this software also natively integrates with hardware speakers and sirens, which can be activated to reach of every member of the community in an emergency.</p> <p>GEM-Enterprise can receive events from third-party equipment, parsing the event and content to originate alerts by template and schedule. Sensor events can be from fire panels, gunshot detection systems, software panic buttons on desktops/laptops/mobile phones, access control equipment, cameras, building automation systems, Common Alerting Protocol (CAP or CAP-CP) sources, custom software, etc.</p> <p>The GEM-Enterprise can integrate with access control solutions from Lenel, Genetec, and others, allowing physical system events to result in the initiation of alerts from the GEM-Enterprise to security individuals, teams or en masse based on the type of event, additional content within the event, and time of day/day of the week.</p> <p>The GEM-Enterprise also integrates with Edwards' Fireworks fire systems, and any systems supported by FieldServer Technologies gateways, providing connectivity with most fire systems, building automation systems, and process control systems. In this case, the gateway reflects the state to the GEM-Enterprise, which can then decide whether or not to send alerts based on the state of specific security system points.</p> <p>Additionally, the GEM-Enterprise supports the receipt of events from CAP/CAP-CP sources such as NOAA, EAS, IPAWS, and Alert Ready allowing weather or governmental alerts to trigger locally disseminated alerts. For example, severe weather warnings for the local area can be sent/displayed to your stakeholders.</p> |
| 77 | Explain your licensing process and the service agreements required of end users. | <p>Genasys licensing process is broken down by a license to use GEM and GEM-Enterprise software itself for unlimited notification for SMS, Email, Mobile App, and Social Media. As well as licenses for a per end user basis. Additionally, further licenses could be required for any added integrations and customizations.</p> |

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| 78 | Describe your product implementation strategy and any use of installation partners. | <p>Genasys will provide project implementation services for Sourcewell customers for the duration of a Project and assign a Project Manager who will act as a single point of contact ("Genasys POC") for the Sourcewell customers and will coordinate project activities with other Genasys groups and the Sourcewell customers team through the acceptance of the system and continuing for the life of the system.</p> <p>Project Approach: Project Implementation and Post-Implementation Support Handover The project implementation plan and post-support is a proven and structured process. The high-level phases include Planning, Design and Build, Implementation, Training and Initiation and Production and Maintenance. Each phase builds upon the other using standard tools and processes as outlined in the steps below. The result is a consistent project flow.</p> <p>Status Reporting During the implementation phase the Genasys Technical Implementation Lead provides status reports (in email/Microsoft Word format) to the Sourcewell customer and Genasys PoC.</p> <p>Team Meetings Project Team Meetings take place weekly as organized by the Project Manager. Other significant meetings are the Project Kick-Off, Site Survey, acceptance testing and Project Closure/ final debrief immediately following acceptance testing. This final debrief can be helpful in transitioning the system to production/support and can be a forum for addressing items that are outside of the current scope of the project.</p> <p>Project Milestones and Timelines The Genasys team will design a timeline based on Sourcewell customer requirements. The TBD (To Be Determined) designation is a placeholder for the Sourcewell customer to determine the intervals for each entry, according to your implementation schedule. We have suggested intervals based on past experience on projects of similar scope; we will work with the customer to tailor a project plan to their needs.</p> <p>Below is Genasys standard implementation table, on average it can take 3 to (System provisioned with standard Out of the Box features and ready to accept customer data) 26 days (systems customized per customer's requirement), depending on customer requirements.</p> <p>Milestone 0: Contract Award Award of Contract + PO Action by: Customer Timeline: TBD</p> <p>Milestone 1: Remote Project Kick off Meeting Remote discussions to plan deployment with key stakeholders and support team. First kick-off meeting will be held to introduce the various acquired features at a high level. Timeline: Milestone 0 + 3 days.</p> <p>Milestone 2: Operational System Configuration (scenarios, users, any other data) Support team installation configuration testing and support of the Genasys Solution. Includes initial integration testing. Timeline: Milestone 1 + 7 Days</p> <p>Milestone 3: Migration of incumbent data Importing of customer data Timeline: Milestone 2+3 days</p> <p>Milestone 4: Integration and testing with external systems Additional customizations e.g. any other unforeseen integrations. Timeline: Milestone 3 + 2 days</p> <p>Milestone 5: Core System Testing Initial testing of core system features. Timeline: Milestone 3 + 2 days</p> <p>Milestone 6: Training <ul style="list-style-type: none"> Administration training for administrators (includes template and data management training). Operational training for emergency operations staff. End-user training for users on the use of the opt-in self-management portal and the alerting clients. Note that web-help is available from the Genasys platform, as well as, Genasys Training Portal. Timeline: Milestone 4 + 2 days</p> <p>Milestone 7: System Verification and Acceptance Configuration and deployment testing. Deployment of alerting clients to workstations and smartphones. Test reachability, review and resolve any issues found. Timeline: Milestone 5 + 2 days</p> <p>Milestone 8: Post-Production Support Covers remote support in the first 2 weeks of production deployment. Timeline: On-going</p> |
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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 NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - F 19 Genasys 10-K Typeset Print ready.pdf - Thursday May 13, 2021 09 54 15
 - [Marketing Plan/Samples](#) - GEM 2021.pdf - Wednesday May 12, 2021 13 20 04
 - WM E/M E/S E or Related Certificates (optional)
 - [Warranty Information](#) - Genasys Standard License and SLA.pdf - Tuesday May 11, 2021 14 21 40
 - [Pricing](#) - Genasys-Sourcewell Proposed Pricing Matrix May 2021.xlsx - Wednesday May 12, 2021 13 18 25
 - [Upload Additional Document](#) - QM-001- Quality Manual 10-20-20.pdf - Wednesday May 12, 2021 13 15 02

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:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

☒ Yes ☐ No

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

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

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| Addendum_11_Public_Safety_Software_RFP_051321 Thu May 6 2021 06:02 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_10_Public_Safety_Software_RFP_051321 Wed May 5 2021 05:51 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_9_Public_Safety_Software_RFP_051321 Mon May 3 2021 10:34 AM | <input checked="" type="checkbox"/> | 2 |
| Addendum_8_Public_Safety_Software_RFP_051321 Wed April 28 2021 05:52 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_7_Public_Safety_Software_RFP_051321 Mon April 26 2021 05:27 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_6_Public_Safety_Software_RFP_051321 Tue April 20 2021 05:56 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_5_Public_Safety_Software_RFP_051321 Fri April 16 2021 03:52 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_4_Public_Safety_Software_RFP_051321 Thu April 15 2021 12:58 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_3_Public_Safety_Software_RFP_051321 Fri April 9 2021 05:05 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_2_Public_Safety_Software_RFP_051321 Thu April 8 2021 05:28 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_1_Public_Safety_Software_RFP_051321 Wed April 7 2021 06:15 PM | <input checked="" type="checkbox"/> | 2 |