



MASTER AGREEMENT #030425
CATEGORY: Public Safety Software
SUPPLIER: Compusult Systems Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Compusult Systems Inc., 4795 Meadow Wood Lane, Suite 235, Chantilly, VA 20151 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 17, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in Solicitation #030425, Category 3. Comprehensive Solutions, to Participating Entities. In-scope solutions include:
 - a) Category 1. Public Safety Response – Agency Situational Awareness, including but not limited to:
 - i) Incident command and management (incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.);
 - ii) Mapping (vertical location, indoor, outdoor);
 - iii) Asset tracking and location (personnel, vehicles, controlled substances, equipment, etc.);
 - iv) Community notifications (evacuations, minor crime reporting, shelter in place, etc.);
 - v) One-to-one and one-to-many collaboration and coordination (SMS, push to talk, video, voice, etc.); and
 - vi) Public safety focused data and analysis applications, to include but not limited to video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration.
 - b) Category 2. Public Safety Response – Agency Operations, including but not limited to:
 - i) Pre-incident planning software, such as:
 - (1) Fire prevention related inspections and enforcement;
 - (2) Operational management (scheduling, training, compliance, etc.); and
 - (3) Data analytics to inform staffing, deployment, station location, budget, and other management decisions.
 - ii) Incident/post-incident software, such as:
 - (1) CAD, RMS for law enforcement, fire, and EMS;
 - (2) Electronic Patient Care Reporting (ePCR) and data transfer to hospitals;
 - (3) Digital and physical evidence management;
 - (4) E-citation systems; and
 - (5) Law enforcement case management
 - c) Category 3. Comprehensive Solutions

- i) Solutions that offer at least one (1) or a combination of solutions from BOTH Category 1 and Category 2 above.

Complimentary equipment, accessories, and services must be directly related to the offering of systems or solutions described in sections 7)a) – c) above. Software platforms or solutions should be able to integrate with a broad range of other software and hardware solutions to improve and/or expand agency capabilities. Sourcewell IS NOT looking for artificial intelligence (AI) customization, but public safety software with existing AI capabilities is eligible.

- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
 - 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded

from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

xii) **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.

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

- i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

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

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:

- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve

the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

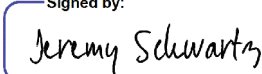
Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

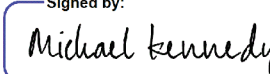
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Signed by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/15/2025 | 12:10 PM CDT

Compusult Systems Inc.

Signed by:

By: 1C1F81338E7B499...
Michael Kennedy
Title: President
Date: 7/15/2025 | 11:50 AM CDT

RFP 030425 - Public Safety Software

Vendor Details

Company Name: Compusult Systems Inc
Address: 4795 MEadow Wood Lane
STE 235W
Chantilly, VA 20151
Contact: Michael Kennedy
Email: mkennedy@compusultsystems.com
Phone: 703-657-8566
Fax: 703-657-8565
HST#: 830474738

Submission Details

Created On: Tuesday March 04, 2025 07:46:20
Submitted On: Tuesday March 04, 2025 14:45:54
Submitted By: Michael Kennedy
Email: mkennedy@compusultsystems.com
Transaction #: 264600de-dc23-408c-9e9f-8f8a65579146
Submitter's IP Address: 147.243.189.5

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Compusult Systems Inc. (CSI)	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Compusult Limited is the parent company headquartered in Canada. Compusult Systems Inc. (CSI) is a wholly-owned subsidiary located in Chantilly, VA, USA.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	4PN66	*
5	Provide your NAICS code applicable to Solutions proposed.	511210 Software Publishers 518210 Data Processing, Hosting, and Related Services 519130 Internet Publishing and Broadcasting and Web Search Portals 519190 All Other Information Services 541330 Engineering Services 541370 Surveying and Mapping (except Geophysical) Services 541511 Custom Computer Programming Services 541512 Computer Systems Design Services 541519 Other Computer Related Services 541611 Administrative Management and General Management Consulting Services 541690 Other Scientific and Technical Consulting Services 541720 Research and Development in the Social Sciences and Humanities 541990 All Other Professional, Scientific, and Technical Services 611420 Computer Training	*
6	Proposer Physical Address:	Compusult Systems Inc. 4795 Meadow Wood Lane, Suite 235 Chantilly, VA 20151 Compusult Limited 40 Bannister St. Mount Pearl, NL, Canada A1N 1W1	*
7	Proposer website address (or addresses):	https://www.compusult.com/	*
8	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):	Michael Kennedy President Compusult Systems Inc. 4795 Meadow Wood Lane, Suite 235 Chantilly, VA 20151 mkennedy@compusultsystems.com 703-464-5649	*
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Michael Kennedy President Compusult Systems Inc. 4795 Meadow Wood Lane, Suite 235 Chantilly, VA 20151 mkennedy@compusultsystems.com 703-464-5649	*

10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Barry O'Rourke President Compusult Limited 40 Bannister St. Mount Pearl, NL, Canada A1N 1W1 rfptracking@compusult.com 888-745-7914	*
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Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Compusult Systems Inc. (CSI) is a registered U.S. small business headquartered in Chantilly, VA, in operation for over 18 years, primarily providing solutions and services to U.S. Defense, Intelligence and Government Agencies. CSI empowers and inspires its employees to become the preferred partner in information technology products and solutions through expanded training services and customized solutions for individuals, businesses and organizations. Compusult Limited, CSI's parent company, is a multi-national IT firm, headquartered in Canada and providing leading edge solutions to a wide range of Aerospace, Defense, Government, Education and Private Sector customers for over 40 years. Our Web Enterprise Suite (WES) Incident Command System (ICS) software is proposed for the requested Public Safety Software solution specified in the RFP. WES has been on the market since 1996, providing Incident Command, Situational Awareness and multi-faceted Big Data management capabilities within the most comprehensive Geospatial Information System (GIS) environment available today. Our key and recurring customers include the following: • U.S. Department of Defense (DoD) • U.S. National Geospatial-Intelligence Agency (NGA) • NATO • Open Geospatial Consortium (OGC) • Canadian Department of National Defence (DND) • Defence Research & Development Canada (DRDC) • Canadian Coast Guard (CCG) • Natural Resources Canada (NRCan) • U.S. Environmental Protection Agency (EPA)	*
12	What are your company's expectations in the event of an award?	Compusult would be provided a request for products and services from which Compusult would generate a proposal addressing the request, including associated costs. The proposal may be accepted outright or may provide the basis for negotiations from which a Contract would be generated and agreed to and signed by both parties. From there, the work would begin.	*
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	A CSI financial letter from M&T Bank is provided in a separate document.	*
14	What is your US market share for the Solutions that you are proposing?	Public safety applications, incident command systems and associated software are relatively new to the marketplace as opposed to geospatial software systems that have existed for decades. This is a market that has tremendous growth capacity and is becoming more important as government agencies and communities are impacted by climate and other factors. Therefore, market share is difficult to calculate in this product category.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Again, public safety applications, incident command systems and associated software are relatively new to the marketplace as opposed to geospatial software systems that have existed for decades. This is a market that has tremendous growth capacity and is becoming more important as government agencies and communities are impacted by climate and other factors. Therefore, market share is difficult to calculate in this product category.	*

16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	There have been none.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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?	Compusult Limited, (the parent company, of Compusult Systems Inc.) is: b) the manufacturer of the solution proposed in response to this RFP. Compusult Limited is also a Service Provider for our solution. Compusult Systems Inc. is a wholly-owned subsidiary of Compusult Limited and is also: a) an authorized reseller and service provider for the solution manufactured by our parent company, Compusult Limited.	*
18	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.	N/A	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	N/A	*
21	What percentage of your sales are to the governmental sector in the past three years?	100%	*
22	What percentage of your sales are to the education sector in the past three years?	Compusult Systems Inc. has had no sales to the education sector in the past three years. However, Compusult Limited has had sales to the education sector every year for over 25 years. The percentages of Compusult Limited's sales to the education sector in the past three years are as follows: 2024: 1.8% 2023: 1.9% 2022: 5.7%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	N/A	*
24	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?	Compusult Systems Inc. holds GSA MAS Contract # GS-35F-024GA. 2023: \$0.00 2024: \$1,653,921.67 2025: \$433,392.88 (To date) Compusult Limited holds GSA MAS Contract # 47QTCA24D00BC, which was issued in June 2024 as a follow-on to a previous GSA MAS contract. However, there have been no sales under this new contract as yet.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
National Geospatial-Intelligence Agency (NGA)	David Fontenot	(571) 557-5824	*
Canada Centre for Mapping and Earth Observation, Natural Resources Canada / Government of Canada	Ryan Ahola	(613) 759-1613	*
Canadian Coast Guard and Fisheries and Oceans Canada / Government of Canada	Chris Burnie-Gardiner	(613) 862-7287	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

Line Item	Question	Response *	
26	Sales force.	Compusult has a combination of marketing, business development and management that regularly generate leads, attend trade shows and conduct product demonstrations. There are 15 people who are collectively responsible for these activities, based in the Chantilly, VA and Mount Pearl, NL offices. All of these employees are full-time employees of Compusult, and some of them overlap into service, but the majority (12) are dedicated to marketing, business development, sales and management activities.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Compusult Systems Inc. will deliver our solutions to customers in the United States. Compusult Limited will deliver our solutions to customers in Canada.	*
28	Service force.	Compusult's service team uses its proprietary, web-based support system, the Compusult Online Support System (COSS), to provide end-to-end tracking and monitoring of issues, whether they are generated by the client or by Compusult personnel. This system is initiated through entering key information, which results in a ticket. COSS allows the Compusult service team to conduct analysis and track all activities. Compusult can provide Help Desk support, staffed from Monday to Friday, 0800-1600 EST/EDT. After-hours support can also be provided at an additional cost, if necessary. The system has a built-in priority system, with four priority levels, from 1. System Down, 2: Critical; 3: Major; and 4: Minor. There is a well-developed protocol for dealing with all reported issues in various response times depending on the protocol level. A more detailed description is provided in attached documentation. The Service team is based in the Chantilly, VA and Mount Pearl, NL offices.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Ordering would be managed through the sales team. As the purchasing process for the WES ICS product involves a high level of activity between Compusult and the prospective client, the order would typically have custom elements to it and would be done through contract and then purchase order.	*
30	Describe your product implementation strategy. If utilizing installation partners, describe and define their role in the strategy.	Implementation strategy would depend largely on customer requirements, cloud or on-premise deployment, number of users, system availability (redundancy) requirements, customer- or Compusult-managed, size of data holdings, data ingestion/migration requirements, etc. The size of the system would determine the user/admin training/on-boarding strategy. Compusult typically would conduct installation and configuration; however, for smaller systems, the customer could use a provided automated installer. Cloud-based Software as a Service (SaaS) options are also available for customers.	*

31	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.	Compusult's quality policy is to provide customer satisfaction by delivering services and products that meet customers' requirements. Compusult strives to exceed customer expectations and is committed to continual improvement of our offerings. Our focus is on effective communications and on-time delivery of satisfactory products and services to our customers worldwide. Compusult is committed to working in accordance with applicable statutory and regulatory requirements to achieve customer goals, to become customers' preferred choice for products and services, and to continually improve the effectiveness of the Quality Management System. Compusult can provide Help Desk support, staffed from Monday to Friday, 0800-1600 EST/EDT. After-hours support can also be provided at an additional cost, if necessary.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Compusult is fully prepared and eager to provide Sourcwell participating entities with innovative, commercial software solutions in the areas of public safety and community resilience. We can also support geospatial data management, custom software development, cloud integration and ongoing support. Our experience and commitment to excellence make us an ideal partner for any organization seeking to enhance its operational efficiency and achieve its goals with cutting-edge technology.	*
33	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Compusult Systems Inc.'s parent company, Compusult Limited, is headquartered and registered in Canada and has over 40 years of experience delivering their own and third-party products and services to a wide range of government, education, aerospace, defense and private sector entities all across Canada.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None.	*
35	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	None.	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None.	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
38	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Compusult has developed a specific marketing plan in support of this activity, which is an extension of our overall marketing plan. The Marketing Plan is submitted with this proposal. It highlights our commitment to increased awareness and lead generation activities through a series of channels and tactics, including SEO, trade shows and thought leadership, as well as integrating with our sales and support teams.	*
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Compusult is active on multiple social media channels and promotes its business activities at relevant trade shows as well as multiple groups and networks within the public safety software and emergency management spaces. Compusult also uses software, including Liferay and WebCEO, to maximize its SEO effectiveness.	*
40	In your view, what is Sourcwell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcwell-awarded agreement into your sales process?	We would envision that we would be provided access to Sourcwell's Participating Entities that would be potential buyers of the software and associated services being proposed in response to this RFP. We would use this audience as potential buyers and utilize marketing techniques as identified in the included Marketing Plan.	*
41	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Does not apply.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
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42	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.	As part of the WES ICS distribution package, Compusult provides out-of-the-box training materials for both general users and administrators. For general users, instructional videos are integrated into the software package, offering essential training resources that can be accessed immediately upon deployment. This approach streamlines onboarding and enhances user proficiency from the start. For WES ICS administrators, Compusult offers comprehensive document-based training materials, including step-by-step training guides, reference manuals, and troubleshooting documentation. These resources equip administrators with the knowledge and skills needed to effectively manage and configure WES ICS, ensuring a seamless deployment and operational experience. In addition to these self-paced materials, full documentation for users and administrators is available. Optionally, instructor-led training sessions and computer-based instruction that is project specific, can be provided at an additional cost.
43	Describe any technological advances that your proposed solutions offer.	WES ICS is a proven solution that enables improved emergency response and situational awareness, coordination, notification and mobilization, and addresses overall safety during emergencies and incidents across the organization. We have incorporated an advanced incident/event management subsystem that is fully customizable and far superior to any of our competitors. An organization's workflow is fully customizable to ensure the tools fit within the framework and way of conducting business within an organization. Our tools include the ability for agencies, organizations and communities to collaborate internally and externally. Our tools ensure information sharing across the enterprise, from first responders in the field to the various command posts and organization's management schemes. We have a superior systems integration framework that enables existing systems within an organization to connect and share information to the public safety system as well as obtain information from the system. We have incorporated AI-based forecasting models using state-of-the-art data cubes to help agencies, organizations and communities identify vulnerabilities associated with public safety. We provide the most flexible deployment options in the market, enabling our solution to scale according to an entity's size and needs.

44	Demonstrate your solution's capabilities in data privacy, integrity, storage and protection standards, and the adherence of your products and services to applicable cybersecurity and industry standards, such as but not limited to the requirements of the Criminal Justice Information Services (CJIS), the Health Insurance Portability and Accountability Act (HIPAA), etc.	Compusult's information and Cyber Security (CS) policy will be applied to meet data privacy and security requirements for this contract. Our policy is conducted and managed in accordance with the requirements of ISO/IEC 27001:2013, Cyber Essentials and Cyber Essentials Plus. In that regard, Compusult has defined a set of information security policies based on our corporate Information Security Management System (ISMS) manual and Company Security Orders. Compusult is committed to establishing, operating and continually improving an Information Security Management System that: • protects Compusult's information assets and business processes; • ensures business continuity and insurance commitments; • implements policies and security controls to prevent security breaches; • satisfies the information privacy and security requirements of Compusult's clients and those of relevant external parties; • satisfies contractual requirements related to information privacy and security; • complies with applicable regulatory and legislative requirements; and • provides a framework by which top management can set information privacy and security objectives. With respect to the data privacy and cybersecurity requirements for this contract, Compusult's solution: • Implements a fine-grained permission system based on roles, resources and actions that may be performed on resources. • Implements individual user accounts. Users must authenticate using individual credentials. The default authentication method is by username and password. • Supports additional authentication methods, such as PKI certificates, and integration with identity providers, such as LDAP. • Implements a time-limited account lockout after a specified number of login failures. • Allows an expiry date to be defined for a user account, and will expire the account once the expiry date has passed. An expiry notification feature will notify the user in advance of account expiry. • Employs Hypertext Transfer Protocol Secure (HTTPS) for encryption and secure communication of active data over internal computer networks and Internet. In HTTPS, the communication protocol is encrypted using Transport Layer Security (TLS). • Ensures that user credentials are encrypted in the database using strong encryption, and are encrypted in transit using HTTPS. • Implements HTTPS for encrypting data in transit and employs the industry-standard AES-256 encryption algorithm for securing data stored on the file system and in databases. • Provides secure API capabilities by implementing security standards, such as encryption and authentication, along with robust security controls for system integration. It enforces the principle of least privilege, ensuring that users and systems have the minimum level of access necessary to perform their functions. • Includes an Audit module that records details of system, user and administrator activities. Tracked information includes time stamps, user identification, session information, type of action performed and details of the action. • Maintains a secure development and testing environment that aligns with ISO 27001 requirements. • Includes a comprehensive patching and upgrade strategy with a defined patch cycle and product roadmap focused on delivering regular security updates. This approach ensures that security vulnerabilities are addressed promptly through scheduled patches, while the product roadmap outlines future upgrades to maintain and enhance security resilience. • Is backed by a robust process designed to promptly respond to and protect against emerging vulnerabilities. This process enables swift identification, assessment and mitigation of new security risks, ensuring the solution remains secure and resilient as threats evolve. • Implements a secure software patching and update distribution process, ensuring all updates are distributed through clearly documented, approved and authorized channels. This process includes verification procedures to maintain the integrity and security of patches, minimizing the risk of unauthorized access or tampering during distribution. • Prevents unauthorized access and disclosure of sensitive data through the use of security controls. User accounts with individual login credentials are used to provide authentication to the solution. Role-based authorization is used to control access to information within the solution. • Uses role-based access and user accounts to prevent unauthorized access to data. Access to the underlying software platform and operating system is restricted to system administrators. • Where applicable, uses the reliability and high availability of Amazon Web Services (AWS) (or other commercial cloud service providers) to ensure reliable access to data.
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45	Describe your data backup and recovery solutions.	Compusult maintains a comprehensive backup strategy in the event of Internet connection failure or the hosting site becoming unavailable. This includes daily and weekly data backups, including secure, off-site storage of weekly backups. Optionally, we can also provide a secure website for the customer to access and download a copy of their current database and other files maintained by our solution. Compusult's data backup, recovery, and operational continuity procedures include: • Proactively managing, upgrading and maintaining the associated network infrastructure and connectivity, and facility infrastructure elements including power, cooling and security. • Managing, upgrading and maintaining the operating systems and applications on its servers. • Proactively managing, upgrading and maintaining data and hardware security and its data backup and emergency response systems. • Performing daily incremental and weekly full backups of the system. • Optionally providing monthly backup files for download by the customer via a secure site hosted by Compusult. Alternatively, these or similar procedures can be incorporated into a third-party cloud services provider environment, such as Amazon Web Services (AWS), Microsoft Azure or Google Cloud, if the customer's hosting requirements call for this type of arrangement. Additionally, Compusult maintains insurance coverage that allows for disaster recovery, whereby we can resume operations rapidly and effectively in the case of a serious event.
46	Demonstrate your connectivity, interoperability and integration capabilities between your offered solution(s) and other software systems.	We have supplied separate documentation with this proposal that provides a summary of our Web Enterprise Suite (WES) Incident Command System (ICS) (Additional_Document_WES_ICs_Overview.pdf). This document provides an interconnectivity diagram illustrating our connectivity and integration capabilities. The following is a brief summary: • Internet of Things Connectivity – A complete companion product is included that enables an organization to connect sensors (i.e., cameras, weather stations, GPS tracking, etc.) to enable situational awareness and alerting capabilities. • Asset Tracking and Management – A flexible and highly configurable asset management system is included as a companion product to provide organizations with the ability to know and utilize assets (e.g., emergency response vehicles, supplies, tools) as needed in association with public safety. • Geospatial Management Tools – Built-in interfaces exist to connect popular geospatial data management tools, such as ArcGIS and QGIS software. • 3D Viewing – Built-in interfaces exist for visualizing information within a 3D viewing capacity using the open-source platform, Cesium. • File System/Database Integration – The system has a harvest and connectivity capacity for ingesting and using metadata associated with other information and content an organization may be holding. • Open Geospatial Consortium (OGC) Standards – The system is fully OGC compliant, enabling connectivity to a wealth of systems that support these open systems interfaces. • Mobile Device Interfaces – Our software can be remotely deployed on Apple, Android and PC-based field systems. • Programmable REST Interfaces – These interfaces are well documented and enable third-party applications to easily interface with the system for pushing and obtaining information and content.
47	Describe any "green" initiatives that relate to your company or to your solutions, and include a list of the certifying agency for each.	Does not apply.
48	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Does not apply.
49	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	WES ICS is a centralized, data-driven framework for efficiently managing emergencies and large-scale incidents, and offers a standardized management system, ensuring coordinated command, control and prompt response during community resilience and public safety operations. WES ICS is a proven solution that enables improved emergency response and situational awareness, coordination, notification and mobilization, and addresses overall safety during emergencies and incidents. The solution is a highly configurable application that can be easily tailored to meet business, functional and overall system requirements, such as Software as a Service (SaaS) and general security.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☒ Yes ☐ No	Small Business	*
51		Minority Business Enterprise (MBE)	☐ Yes ☒ No	N/A	*
52		Women Business Enterprise (WBE)	☐ Yes ☒ No	N/A	*
53		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	N/A	*
54		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	N/A	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	N/A	*
56		Small Business Enterprise (SBE)	☒ Yes ☐ No	Small Business	*
57		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	N/A	*
58		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	N/A	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Payment terms are Net 30 days, and we accept wire, ACH, check, P-card, or credit card for processing.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	None.	*

61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	A Service Level Agreement (SLA) is established at the time of contract award. The SLA will include details regarding the entities involved in the agreement, document the specific attributes, service and performance levels, and error remedies with relation to the service described, specifically for: • description of the service; • service availability targets; • service support; • service continuity; • notifications; and • continuous improvement. SLAs are fine-tuned to the agreed-upon service to be provided and are updated on a contract-specific basis. A sample SLA can be viewed in the file Transaction_Document_Samples_Sample_SLA.pdf submitted with this proposal. Terms and conditions for software usage are provided in an End-User License Agreement (EULA). A sample EULA can be viewed in the file Transaction_Document_Samples_Compusult_Products_EULA.pdf submitted with this proposal.	*
62	Explain your licensing process and the service agreements required of end users.	Compusult has a very flexible pricing arrangement that can be tailored to a customer's needs. For Compusult, SaaS pricing is typically structured based on a single-tenant model, i.e., the customer has their own instance of the software and only customer-authorized users can access that instance. All customer data is completely separate from other customers' data. This typically involves a one-time fee for the software and then license fees based on users. The user license model is flexible and can be based on a pool of licenses or blocks of licenses based on usage. Annual platform fees based on necessary resources to support required user loading are calculated separately. This is often based on required performance levels, response times, availability, data storage requirements, network bandwidth, etc.	*
63	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?	Compusult will accept P-card in the same fashion of our credit card processing.	*
64	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.	Included in the Pricing_Proposal.pdf file submitted with this proposal.	*
65	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.	Included in the Pricing_Proposal.pdf file submitted with this proposal.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	N/A	*
67	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	N/A	*
68	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	N/A	*

69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*
72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Compusult maintains a Quality Management System (QMS) registered to ISO 9001:2015. Our QMS is reviewed by senior management and assessed by external certified auditors annually, at a minimum. It incorporates policies and procedures for applying Quality Assurance, including continual review and improvement, to all aspects of any contract or agreement with all of our customers and suppliers. This same approach will be applied to any agreement with Sourcewell and Sourcewell participating entities.	*
73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	In accordance with our ISO 9001:2015 registered QMS, some internal metrics we track to measure success with a customer contract or agreement (including any agreement with Sourcewell or Sourcewell participating entities) may include: - customer feedback gathered during project meetings, emails, and other direct communication; - acceptance test results; - trouble reports from customers; - corrective and preventive actions; - adherence to project schedule; and - profitability.	*
74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	We are proposing an administrative fee of: 1.5%.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Included in the Pricing_Proposal.pdf file submitted with this proposal.

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A through 7D)

Line Item	Question	Response *
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Detailed descriptions are provided in the Additional_Document_WES_ICS_Overview.pdf file submitted with this proposal.
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	We are compliant with each of the subcategories identified in Table 7D. The WES ICS Overview provides additional information in the Additional_Document_WES_ICS_Overview.pdf file submitted with this proposal.

Table 7B: Category 1. Public Safety Response - Agency Situational Awareness. Proposers selecting Category 1 are ONLY able to provide one (1) or a combination of solutions below (Line 78 - 83). *See the Appendix in the RFP for further information.

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

☒ We will not be submitting for Table 7B: Category 1. Public Safety Response - Agency Situational Awareness. Proposers selecting Category 1 are ONLY able to provide one (1) or a combination of solutions below (Line 78 - 83). *See the Appendix in the RFP for further information.

Line Item	Category or Type	Subcategory	Offered *	Comments	
78	Incident command and management	Incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.	☐ Yes ☐ No		*
79	Mapping	Vertical location, indoor, outdoor	☐ Yes ☐ No		*
80	Asset tracking and location	Personnel, vehicles, controlled substances, equipment, etc.	☐ Yes ☐ No		*
81	Community notifications	Evacuations, minor crime reporting, shelter in place, etc.	☐ Yes ☐ No		*
82	One-to-one and one-to-many collaboration and coordination	SMS, push to talk, video, voice, etc.	☐ Yes ☐ No		*
83	Public safety focused data and analysis applications	Video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration	☐ Yes ☐ No		*

Table 7C: Category 2. Public Safety Response - Agency Operations. Proposers selecting Category 2 are ONLY able to provide one (1) or a combination of solutions below (Lines 84 - 92). *See the Appendix in the RFP for further information.

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

☒ We will not be submitting for Table 7C: Category 2. Public Safety Response - Agency Operations. Proposers selecting Category 2 are ONLY able to provide one (1) or a combination of solutions below (Lines 84 - 92). *See the Appendix in the RFP for further information.

Line Item	Category or Type	Subcategory	Offered *	Comments	
84	Pre-incident planning software	Fire prevention related inspections and enforcement	☐ Yes ☐ No		*
85		Operational management (scheduling, training, compliance, etc.)	☐ Yes ☐ No		*
86		Data analytics to inform staffing, deployment, station location, budget, and other management decisions.	☐ Yes ☐ No		*
87	Incident/post-incident software	CAD, RMS for law enforcement, fire, and EMS	☐ Yes ☐ No		*
88		Electronic Patient Care Reporting (ePCR) and data transfer to hospitals	☐ Yes ☐ No		*
89		Digital and physical evidence management	☐ Yes ☐ No		*
90		E-citation systems	☐ Yes ☐ No		*
91		Law enforcement case management	☐ Yes ☐ No		*

Table 7D: Category 3. Comprehensive Solutions. Proposers selecting Category 3 can provide one (1) or a combination of solutions in BOTH Category 1 and Category 2 (Lines 93 - 109). *See the Appendix in the RFP for further guidance.

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

☐ We will not be submitting for Table 7D: Category 3. Comprehensive Solutions. Proposers selecting Category 3 can provide one (1) or a combination of solutions in BOTH Category 1 and Category 2 (Lines 93 - 109). *See the Appendix in the RFP for further guidance.

Line Item	Category or Type	Subcategory	Offered *	Comments	
92	Category 1 - Public Safety Response Agency Situational Awareness		☒ Yes ☐ No	The WES ICS Overview provides additional information in the Additional_Document_WES_I CS_Overview.pdf file submitted with this proposal.	*
93	Incident command and management	Incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.	☒ Yes ☐ No	The WES ICS Overview provides additional information in the Additional_Document_WES_I CS_Overview.pdf file submitted with this proposal.	*
94	Mapping	Vertical location, indoor, outdoor	☒ Yes ☐ No	The WES ICS Overview provides additional information in the Additional_Document_WES_I CS_Overview.pdf file submitted with this proposal.	*

95	Asset tracking and location	Personnel, vehicles, controlled substances, equipment, etc.	☒ Yes ☐ No	The WES ICS Overview provides additional information in the Additional_Document_WES_I CS_Overview.pdf file submitted with this proposal.	*
96	Community notifications	Evacuations, minor crime reporting, shelter in place, etc.	☒ Yes ☐ No	The WES ICS Overview provides additional information in the Additional_Document_WES_I CS_Overview.pdf file submitted with this proposal.	*
97	One-to-one and one-to-many collaboration and coordination	SMS, push to talk, video, voice, etc.	☒ Yes ☐ No	The WES ICS Overview provides additional information in the Additional_Document_WES_I CS_Overview.pdf file submitted with this proposal.	*
98	Public safety focused data and analysis applications	Video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration	☒ Yes ☐ No	The WES ICS Overview provides additional information in the Additional_Document_WES_I CS_Overview.pdf file submitted with this proposal.	*
99	Category 2 - Public Safety Response Agency Operations		☒ Yes ☐ No	The WES ICS Overview provides additional information in the Additional_Document_WES_I CS_Overview.pdf file submitted with this proposal.	*
100	Pre-incident planning software	Fire prevention related inspections and enforcement	☒ Yes ☐ No	The WES ICS Overview provides additional information in the Additional_Document_WES_I CS_Overview.pdf file submitted with this proposal.	*
101		Operational management (scheduling, training, compliance, etc.)	☒ Yes ☐ No	The WES ICS Overview provides additional information in the Additional_Document_WES_I CS_Overview.pdf file submitted with this proposal.	*
102		Data analytics to inform staffing, deployment, station location, budget, and other management decisions.	☒ Yes ☐ No	The WES ICS Overview provides additional information in the Additional_Document_WES_I CS_Overview.pdf file submitted with this proposal.	*
103	Incident/post-incident software	CAD, RMS for law enforcement, fire, and EMS	☒ Yes ☐ No	The WES ICS Overview provides additional information in the Additional_Document_WES_I CS_Overview.pdf file submitted with this proposal.	*
104		Electronic Patient Care Reporting (ePCR) and data transfer to hospitals	☐ Yes ☒ No	No	*
105		Digital and physical evidence management	☒ Yes ☐ No	The WES ICS Overview provides additional information in the Additional_Document_WES_I CS_Overview.pdf file submitted with this proposal.	*
106		E-citation systems	☐ Yes ☒ No	No	*
107		Law enforcement case management	☐ Yes ☒ No	No	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 108. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *	
	☐ Yes ☒ No	*

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - Pricing_Proposal.pdf - Tuesday March 04, 2025 14:44:44
 - [Financial Strength and Stability](#) - Financial_Strength_and_Stability.pdf - Tuesday March 04, 2025 13:01:53
 - [Marketing Plan/Samples](#) - Marketing_Plan.pdf - Tuesday March 04, 2025 13:56:03
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Standard_Transaction_Documents.zip - Tuesday March 04, 2025 13:02:04
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Additional_Documents.zip - Tuesday March 04, 2025 13:56:18

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. 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, 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. - Michael Kennedy, President, Compusult Systems Incorporated

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 obligations contemplated in the solicitation proposal.

☒ 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_12_Public_Safety_Software_RFP030425 Mon February 24 2025 04:31 PM	☒	4
Addendum_11_Public_Safety_Software_RFP030425 Fri February 21 2025 08:25 AM	☒	2
Addendum_10_Public_Safety_Software_RFP030425 Wed February 19 2025 02:57 PM	☒	2
Addendum_9_Public_Safety_Software_RFP030425 Wed February 12 2025 04:18 PM	☒	2
Addendum_8_Public_Safety_Software_RFP030425 Mon February 10 2025 10:04 AM	☒	2
Addendum_7_Public_Safety_Software_RFP030425 Mon February 3 2025 04:39 PM	☒	4
Addendum_6_Public_Safety_Software_RFP030425 Fri January 31 2025 10:29 AM	☒	2
Addendum_5_Public_Safety_Software_RFP030425 Wed January 29 2025 03:58 PM	☒	2
Addendum_4_Public_Safety_Software_RFP030425 Fri January 24 2025 11:47 AM	☒	2
Addendum_3_Public_Safety_Software_RFP030425 Tue January 21 2025 02:21 PM	☒	3
Addendum_2_Public_Safety_Software_030425 Fri January 17 2025 03:35 PM	☒	1
Addendum_1_Public_Safety_Software_030425 Fri January 17 2025 10:38 AM	☒	1