

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 05/05/26

Resolution Ordinance

Contact/Prepared By: _____

Date Prepared: _____

Title (Caption): A resolution accepting the terms of a cooperative purchasing master agreement with Governmentjobs.com, Inc., for workforce management software for the Metropolitan Nashville Police Department.

Submitted to Planning Commission? N/A Yes-Date: _____ Proposal No: _____

Proposing Department: _____ Requested By: _____

Affected Department(s): _____ Affected Council District(s): _____

Legislative Category (check one):

- | | | |
|---|--|--|
| <input type="checkbox"/> Bonds | <input type="checkbox"/> Contract Approval | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Budget - Pay Plan | <input type="checkbox"/> Donation | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Budget - 4% | <input type="checkbox"/> Easement Abandonment | <input type="checkbox"/> Maps |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment | <input type="checkbox"/> Grant Application | <input type="checkbox"/> Street/Highway Improvements |
| <input type="checkbox"/> Condemnation | <input type="checkbox"/> Improvement Acc. | <input type="checkbox"/> Other: _____ |

FINANCE Amount +/-: \$ _____ Funding Source: Capital Improvement Budget Capital Outlay Notes Departmental/Agency Budget Funds to Metro General Obligation Bonds Grant Increased Revenue Sources	Match: \$ _____ Judgments and Losses Local Government Investment Project Revenue Bonds Self-Insured Liability Solid Waste Reserve Unappropriated Fund Balance 4% Fund Other: _____
Approved by OMB: <u>Josie Deane</u> Approved by Finance/Accounts: _____ Approved by Div Grants Coordination: _____	Date to Finance Director's Office: <u>4/10/2026 10:21 AM CDT</u> APPROVED BY FINANCE DIRECTOR'S OFFICE: <u>Jennine Reed/mjw</u>

ADMINISTRATION

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ **Date:** _____

DEPARTMENT OF LAW Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____

Date to Council: _____ For Council Meeting: _____ E-mailed Clerk

All Dept. Signatures Copies Backing Legislative Summary Settlement Memo Clerk Letter Ready to File

Resolution No. _____

A resolution accepting the terms of a cooperative purchasing master agreement with Governmentjobs.com, Inc., for workforce management software for the Metropolitan Nashville Police Department.

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows the Metropolitan Government of Nashville and Davidson County (“Metro”) to participate in a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one or more governmental entities outside this state; and,

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows Metro to participate in an out-of-state master agreement by adopting a resolution accepting the terms of the master agreement; and,

WHEREAS, the Purchasing Agent desires to participate in the master agreement between Sourcewell, a state of Minnesota governmental agency, and Governmentjobs.com, Inc., a copy of which is attached hereto and incorporated herein; and,

WHEREAS, Metro’s participation in this out-of-state master agreement is limited to a term that will not exceed sixty months; and,

WHEREAS, this master agreement was requested by the Metropolitan Nashville Police Department but is available to all Metro departments to utilize; and,

WHEREAS, approval of the master agreement is in the best interest of the citizens of Davidson County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the master agreement between Sourcewell, a state of Minnesota governmental agency, and Governmentjobs.com, Inc., a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Dennis Rowland

Dennis Rowland
Purchasing Agent

APPROVED AS TO AVAILABILITY
OF FUNDS:

Jenneen Reed/mjw

Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Kelli Woodward

Assistant Metropolitan Attorney

INTRODUCED BY:

Member(s) of Council



Cooperative Request Form

Request Utilization of a Federal, Statewide, Municipal, or Cooperative Contract

A cooperative is when Metro utilizes a contract from another public entity to make a purchase. With the exception of statewide contracts, use of a cooperative requires Metro Council approval.

Cooperatives are not negotiable. Departments must accept the terms of the master contract without exception.

Questions? Email zak.kelley@nashville.gov.

Departmental Information

What is your name? Tom Vinson

What is your department? Police

What is your email address? tom.vinson@nashville.gov

What is your phone number? (615) 862-7362

In addition to your department, will other Metro departments be utilizing this cooperative? No.

How much do you estimate spending on this cooperative contract? \$175,000.00

Cooperative Information

What is the cooperative entity? Cooperative - Sourcewell.

What is the lead agency? Sourcewell

Who is the supplier? PowerDMS, Inc

Is the supplier registered in iSupplier? Yes.

If yes, what is the supplier's ISN? 12876

What is the contract number? 030425

When did the contract start? Friday, July 18, 2025

When does the contract end?

Thursday, July 17, 2029

What was the solicitation method for this contract?

RFP - Request for Proposal.

What is the good/service that this cooperative will be utilized to purchase?

Workforce management software for government.

Why is utilizing this cooperative contract more advantageous to Metro than issuing our own RFP/ITB?

The contract was bid out by a State of Minnesota local government unit and service cooperative. It is unlikely Metro would receive better pricing through its own solicitation.

Upload the original contract from the lead agency.



PowerDMS Contract 030425.pdf

Does the contract contain any good/service relative to surveillance as described in MCL 13.08.080?

No.

This contract contains a cooperative purchase provision that allows use by other governmental agencies and/or use of this contract is authorized by state and local law.

Yes.

I accept the terms of this contract without exception.

Yes.

Upload the formal solicitation (RFP/ITB) from the lead agency.



RFP and Addendums-Public Safety So... .pdf

This solicitation was advertised, open, and unrestricted.

Yes.

I have confirmed with both my department finance manager and/or OMB budget analyst sufficient fund availability for this request.

Yes

I affirm that I am authorized by the appropriate individuals in my department, including my director or their designee, to submit this cooperative request.

Yes



Cooperative Request Review

This cooperative request for workforce management software from PowerDMS, Inc via Sourcewell contract #030425-PDMS is recommended for approval.

The anticipated project value is **\$175,000.00**. The estimated savings to Metro via this cooperative are **\$23,821.00**.

The cooperative was requested by **Police**; use will be available to all Metro entities.

Council approval of the master agreement is not required.

Legal Justification

T.C.A. § 12-3-1205 & MCL 4.12.093 authorize Metro to participate in cooperative purchasing agreements with other governmental entities outside Tennessee for the purchase of goods, supplies, services, and equipment.

For this request the cooperative purchasing agreement is held by **Sourcewell**; the lead agency is **Sourcewell**. **Sourcewell** is a public institution in **Minnesota** that meets the standards for governmental entity as defined in the referenced statute.

The contract resulted from a **competitive RFP with 80 offers**.

Regulatory Justification

R4.12.090.05 of the regulations to the procurement code authorize Metro to participate in cooperative purchasing agreements with other local governments for the purchase of supplies, services, or construction.

For this request the cooperative purchasing agreement is for services. This meets the standard as defined by the regulations.

Value Justification

It is unlikely that Metro, as a single government entity, will obtain better value through a competitive solicitation. That is because the pricing in this cooperative purchase agreement (**5% off MSRP**) leverages both the scale of cooperative membership and the competition of multiple offers.

Further, a competitive solicitation for this good/service would require an estimated 139 hours of staff time valued at approximately \$17,457.00. Utilization of this cooperative will require 19 hours of staff time valued at approximately \$2,386.00. **A total savings (discount + staff time) of \$23,821.00.**

Impact on Minority & Women Owned Businesses

Pursuant to R4.12.090.05 of the regulations to the procurement code, Metro will work with the cooperative entity to maximize participation of disadvantaged firms in accordance with MCL 4.44 and 4.46.



Cooperative Request Signature Form

Co-Op Request Number	C2026076
Date Received	February 27, 2026

To Whom It May Concern,

I have read the attached Cooperative Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

Dennis Rowland

DR

2/27/2026 | 2:41 PM CST

Dennis Rowland
Purchasing Agent & Chief Procurement Officer

Date Signed





MASTER AGREEMENT #030425
CATEGORY: Public Safety Software
SUPPLIER: Governmentjobs.com 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 Government jobs.com Inc., 2120 Park Place, Suite 100, El Segunda, CA 90245 (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. Sourcwell 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 Sourcwell 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 Warranties.** Supplier warranties are set forth in Supplier's then-current Services Agreement which will be made available to Participating Entities at <https://www.neogov.com/service-specifications>.
- 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 Sourcwell 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. Sourcewell shall use commercially reasonable effort to provide Supplier with notice of audit 30 days in advance. Such audits shall occur in a manner that does not unreasonably interfere with Supplier's business operations.
- 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. For purposes of clarity, any merger, consolidation, or reorganization involving Supplier (regardless of whether Supplier is a surviving or disappearing entity) will not be considered a transfer of rights, obligations, or performance under this Agreement, and Supplier will not be obligated to obtain consent from Sourcewell; however, Supplier shall provide reasonable notice to Sourcewell after said transfer.

- 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 employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any breach of this Agreement or willful misconduct in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or real, tangible 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) **Limitation of Liability.** Except for damages arising out of liability which cannot be lawfully excluded or limited, Supplier's liability shall not exceed the amount of all payments actually paid by the Participating Entity to Supplier related to the event giving rise to such liability in the 12 month period preceding the date of the first event giving rise to such liability. Neither party will be liable for any special, punitive, indirect, or consequential damages including but not limited to loss or damage to data, or loss of anticipated revenue or profits, whether or not foreseeable and whether or not the party has been advised of the possibility of damages.
- 19) **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.
- 20) **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.
- 21) **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.
- 22) **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.
- 23) **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, 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.
 - 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 General Liability and Worker's Compensation 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.
- 24) **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.

- 25) **Termination for Cause.** Either party may terminate this Agreement upon providing written notice of material breach to the other Party. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the breaching Party 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.

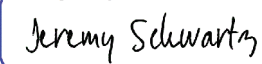
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within 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

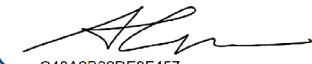
by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing 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

Governmentjobs.com Inc.

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 8/6/2025 | 11:25 AM CDT

DocuSigned by:

 C48A2B32DE9F457...
 By: _____
 Alex Chun
 Title: Chief Financial Officer
 Date: 8/6/2025 | 9:03 AM PDT

RFP 030425 - Public Safety Software

Vendor Details

Company Name: PowerDMS, Inc.
Does your company conduct business under any other name? If yes, please state: Governmentjobs.com, Inc. dba NEOGOV, NEOED
Address: 2120 Park Place Suite 100
El Segundo, CA 90245
Contact: Lindsey Gerber
Email: bids@neogov.net
Phone: 310-971-9588
Fax: 310-971-9588
HST#: 330888748

Submission Details

Created On: Tuesday January 21, 2025 10:57:03
Submitted On: Tuesday March 04, 2025 16:09:56
Submitted By: Lindsey Gerber
Email: bids@neogov.net
Transaction #: d1617e11-63f1-4762-a44f-6c0fed715683
Submitter's IP Address: 147.243.131.109

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.	Governmentjobs.com, Inc.
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).	The company's legal name is Governmentjobs.com, Inc.. Portfolio brands include NEOGOV, PowerDMS, NEOED, GovernmentJobs.com, SchoolJobs.com, CueHit, Agency360, PlanIt Schedule, and Highline Software.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	54HK9
5	Provide your NAICS code applicable to Solutions proposed.	541542
6	Proposer Physical Address:	2120 Park Place Suite 100, El Segundo California 90245 USA
7	Proposer website address (or addresses):	https://www.neogov.com/ , https://www.powerdms.com , https://www.neoed.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):	NEOGOV’s Authorized Representative is Joshua Snyder, VP of Strategic Partnerships. His contact details are as follows: Address - 2120 Park Place Suite 100, El Segundo, CA 90245, Email - bids@neogov.net, Phone - (310)426-6304 ext 420.
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	The primary contact for this proposal is Lindsey Gerber, Proposal Team Manager. Her contact details are as follows: Address - 2120 Park Place Suite 100, El Segundo, CA 90245, Email - lgerber@neogov.net, Phone - (310)-971-9588
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	The primary contact for this proposal is Nicholas Kromer, Director of Revenue Operations. His contact information is as follows: Address - 2120 Park Place Suite 100, El Segundo, CA 90245; Email - nkromer@neogov.net; Phone - 310-971-9588

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
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<p>11</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>NEOGOV's mission is simple: "We serve the people who serve the people." We do this by providing industry-leading workforce management solutions that support public sector agencies. For over two decades, we have been committed to equipping these organizations with the tools they need to enhance efficiency, maintain compliance, and make data-driven decisions. Through a strategic approach to innovation and acquisition, NEOGOV has developed a comprehensive ecosystem that streamlines several public safety workforce management functions including incident command, operational management, workforce oversight, and case management. With nearly 1,000 employees and over 13,000 public sector customers, NEOGOV is the leader in government workforce management software.</p> <p>A Legacy of Innovation and Strategic Growth NEOGOV was founded in 1999 as Governmentjobs.com with a vision to transform public sector human resources and workforce management. As government agencies faced increasing challenges in recruitment, training, and operational efficiency, we recognized the need for a unified, technology-driven approach to support their evolving needs. To expand our capabilities, NEOGOV embarked on a strategic acquisition path, integrating specialized solutions that addressed key aspects of public sector operations.</p> <p>In 2017, NEOGOV acquired FirstNet Learning Systems, a company specializing in training and compliance tracking. This acquisition allowed agencies to monitor professional development and ensure that personnel maintained essential certifications.</p> <p>In 2018, NEOGOV further strengthened its offerings by acquiring High Line Corporation, a leader in payroll and human resources information systems (HRIS). This expansion provided agencies with a seamless workforce management platform, allowing them to handle payroll, benefits, and scheduling more efficiently.</p> <p>In 2020, NEOGOV took another significant step forward by acquiring PowerDMS a company founded in 2001 with a platform dedicated to policy management, accreditation, and compliance for public safety agencies.</p> <p>Since PowerDMS was acquired, NEOGOV has strengthened its commitment to the needs of public safety agencies by buying and building more than 10 additional products designed to assist with their unique workforce management challenges.</p> <p>After more than 25 years in business, NEOGOV now offers more than 20 core products, and operates under the brands NEOGOV, NEOED, PowerDMS by NEOGOV, and Governmentjobs.com. The company's legal name is Governmentjobs.com, d/b/a NEOGOV. You will find all of the brands mentioned at times throughout this proposal and used throughout our publicly visible marketing and communications. They are often also used interchangeably by our 13,000 customers.</p> <p>For the avoidance of doubt, NEOGOV is a single company wholly owned by LOBOS Parent, Inc. which is a holding company that exists solely for the purpose of organizing the financial interests of Warburg Pincus and the Carlyle Group, two of the largest and most prestigious private equity firms in the world with more than \$400 billion in assets under management. LOBOS also includes the ownership of the other minority shareholders. NEOGOV is the only asset of LOBOS Parent, Inc. For compliance with generally acceptable accounting principles, LOBOS Parent, Inc. is how NEOGOV is referred to in the audit letter from KPMG provided in this RFP response.</p> <p>Our first application for a Sourcwell contract was submitted in 2021 under PowerDMS Inc. as our entity name before the PowerDMS Inc. had fully been absorbed by Governmentjobs.com dba NEOGOV. Upon award of a Sourcwell contract we would like update our Legal Company name in the Sourcwell vendor information to Governmentjobs.com dba NEOGOV or just NEOGOV. If that is not possible, PowerDMS Inc. is a wholly owned subsidiary of Governmentjobs.com and we can still operate and enter into a contract under PowerDMS Inc. if that is our only option.</p>
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12	<p>What are your company's expectations in the event of an award?</p>	<p>NEOGOV, anticipating an award, expects to greatly assist hundreds if not thousands of public safety agencies in their procurement of our products by leveraging the already very popular Sourcewell contract to streamline their ability to purchase and renew NEOGOV products. Currently leveraged by over 5,000 public safety agencies, our advanced software applications address critical operational needs in incident tracking, response and reporting, unit assignments and staffing, and comprehensive law enforcement case management among several other critical application. An award would enable NEOGOV to get these critical tools into the hands of additional agencies faster and with less overhead while also minimizing their cost by taking advantage of the built in discount available through the Sourcewell contract.</p> <p>Our commitment extends beyond just delivering software solutions; it is about creating significant impacts—allowing governmental agencies to use their resources more judiciously while facing budget constraints heightened by systemic pressures such as those seen during the COVID-19 pandemic. Through an award and potential partnership with Sourcewell, NEOGOV is poised to help these agencies not only preserve but improve upon critical public services, contributing to a more secure, efficient, and effective administration.</p>	*
13	<p>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.</p>	<p>NEOGOV has been in business for over 25 years and serves over 8,000 US government agencies. In addition, the Company is owned by and enjoys the financial backing and support of Warburg Pincus and The Carlyle Group, two of the world's largest and most preeminent investment firms that together manage over \$400 billion.</p> <p>As a closely held private company, NEOGOV's financials are confidential and we do not disclose them as a matter of policy. At a high level, our revenue is in the hundreds of millions and we are a profitable company.</p> <p>As further testament to our financial standing, NEOGOV each year is audited by KPMG, one of the largest and most respected independent public accounting firms in the world. They are required to disclose a risk of going concern if they believed there to be any, but as the attached auditor letter demonstrates, they did not express any risk of NEOGOV as a going concern. In all of the last 5 years that KPMG has been NEOGOV's auditor, they have never disclosed a risk of NEOGOV's going concern.</p>	*
14	<p>What is your US market share for the Solutions that you are proposing?</p>	<p>NEOGOV is a key player in the specialized market for law enforcement software solutions across U.S. governmental agencies. Our significant market penetration underlines our leadership role in administrative and operational software. In our Human Capital Management (HCM) product line, which focuses on operational excellence, we serve 20% of government agencies, demonstrating robust trust in our solutions to manage and optimize workforce needs effectively. In our Power product line, an impressive 45% of Law Enforcement agencies utilize NEOGOV solutions to enhance their operations.</p>	*
15	<p>What is your Canadian market share for the Solutions that you are proposing?</p>	<p>NEOGOV is gradually expanding its footprint in the Canadian market, currently engaging less than 10% of governmental and law enforcement agencies. With our market share still in its initial growth phase, we are ready to significantly enhance our presence.</p>	*
16	<p>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.</p>	<p>NEOGOV has never been involved in any bankruptcy proceedings since its founding 25 years ago. We pledge to provide immediate written notice to Sourcewell if we enter into a bankruptcy proceeding during this RFP evaluation process. This commitment to transparency is integral to our company values and our ongoing relationship with Sourcewell and other partners.</p>	*
17	<p>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).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>As NEOGOV is best identified as a Service Provider, we maintain our sales and customer service teams entirely in-house. All individuals involved in delivering the products and services proposed in this RFP are direct employees of NEOGOV, not those of a third-party. This internal structure ensures that our teams are thoroughly trained and highly knowledgeable in specialized fields related to government, law enforcement, and public sector operations. This approach allows us to offer consistently high standards of service and expert guidance, ensuring that our solutions are implemented efficiently and effectively to meet the specific needs outlined in this RFP.</p>	*

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.	NEOGOV maintains industry-recognized certifications to ensure compliance with security, privacy, and regulatory requirements. These certifications validate the organization's commitment to security, risk management, and data protection. Certifications Held by PowerDMS by NEOGOV: SOC 2 Type II – Ensures adherence to security, availability, and confidentiality controls. FedRAMP (Moderate)(InProgress) – Compliance with NIST SP 800-53 security controls for cloud service providers handling federal data. StateRamp and TexRamp Third Parties & Subcontractors: NEOGOV partners with cloud service providers (e.g., AWS GovCloud, Microsoft Azure US, Equinix) that maintain FedRAMP, SOC 2 to ensure data security and compliance.	*
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 Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	NEOGOV has not experienced any debarments or suspensions in the past seven years, either for the company itself or for any responsible party included in our proposals. We have maintained full compliance with regulatory standards and obligations, thus ensuring professional integrity and operational excellence throughout our engagements. Should NEOGOV or any associated responsible party enter into a debarment or suspension status during the pendency of this RFP evaluation, we pledge to provide immediate written notice to Sourcwell. This commitment to transparency is integral to our company values and our ongoing relationship with Sourcwell and other partners.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Over the past five years, NEOGOV has garnered numerous industry awards that highlight our leadership and innovation in public sector technology. We've consistently earned a spot on the prestigious GovTech 100 list for nine consecutive years, and our accolades include the Brandon Hall Group Gold Award for Best Customer Training Program in 2023, recognition as one of the fastest-growing private companies by SO500 in 2019, and several awards for our products and workplace, such as the PowerDMS Named a Best Companies to Work For in 2021. These recognitions reflect our sustained commitment to excellence and innovation in serving government agencies	*
21	What percentage of your sales are to the governmental sector in the past three years?	87% of NEOGOV sales in the past 3 years have been to the Government sector.	*
22	What percentage of your sales are to the education sector in the past three years?	10% of sales in the past three years have been to the education sector.	*
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?	More than 10% of NEOGOV's 13,000+ customers procure our products and services through state contracts or cooperative purchasing contracts. Many of them leverage the OMNIA and NASPO contracts held by our partners at Carahsoft and SHI and as such we do not have direct visibility to the sales volume through these vehicles, however more than \$10,000,000 in purchases are made annually by our customers through Carahsoft and SHI combined and it can be assumed that the vast majority of these transactions are through a cooperative purchasing contract held by either SHI or Carahsoft. Additionally, in 2023, NEOGOV was awarded a technology procurement contract with NCSA. Today, more than \$350,000 are transacted annually through the NCSA contract. NEOGOV has also been awarded a contract with NYS OGS and is in negotiations for a contract with TX DIR.	*
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?	NEOGOV currently does not have and GSA (General Services Administration) contracts or SOSA agreements.	*

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 *
Seminole County Sheriff's Office (FL)	Tonya Green	(407) 665-6600
Las Vegas Metro Police Department (NV)	Ryan Hunt	(702) 287-1499
Honolulu Police Department (HI)	Brennan Baysa	(808) 723-7732

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.	<p>NEOGOV's salesforce is strategically structured to optimally serve the diverse needs of our customers across the United States and Canada. Comprised of 2 Vice Presidents, 4 directors and 61 sales executives, our team is organized by geographical regions across the United States and Canada. To ensure we can support our entire market with specialized knowledge and function, each sales person is further segmented by sector—either law enforcement, government/municipalities, and education. This allows for tailored strategies and localized outreach.</p> <p>Our team includes Account Managers who prioritize current customer relationships and Account Executives focused on engaging new prospects. Supporting these efforts, we have over 60 Sales Development Representatives in our Utah based office to assist in maximizing outreach effectiveness and lead generation. Many of our executives bring direct experience from the public sector and law enforcement, providing valuable insights that enhance service delivery.</p> <p>This robust structure ensures NEOGOV maintains a significant presence and delivers specialized, effective solutions throughout North America</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>NEOGOV's approach to distribution includes partnerships with resellers such as SHI and Carahsoft, whose primary role is to streamline the procurement process through their existing governmental contracts like Omnia and NASPO. These resellers do not deliver our products or services directly nor do they handle implementation; instead, they provide an essential conduit by which customers can easily access and procure our solutions. Additionally, we collaborate with technology partners like Oracle NetSuite, Edmunds Gov Tech, Aclarian, Ellucian and CentralSquare who integrate their finance-based systems with our platform through APIs to enhance functionality. This setup ensures that while our resellers help expand our reach via contract leverage, the actual delivery and integration of our solutions are managed directly by NEOGOV and our tech partners.</p>
28	Service force.	<p>NEOGOV's Service Force is meticulously organized and specialized, dedicated to ensuring an exemplary customer experience from the initial implementation to ongoing success. This force consists of three pivotal pillars: Implementation, Customer Support, and Customer Success Management, each playing an essential role in providing top-tier service and support.</p> <p>The Implementation Team, under the guidance of the Director of Implementation, spearheads the onboarding and deployment process. This team comprises seven Implementation Managers, each leading a group that includes at least eight Implementation Consultants and Senior Consultants. They are instrumental in guiding NEOGOV's customers through the setup process, optimizing system configurations to meet business objectives, and fostering user adoption with their expertise and best practice insights.</p> <p>Following implementation, the focus shifts to sustained support and relationship management via NEOGOV's Customer Support and Customer Success Management teams. These groups are structured under the Chief Customer Officer, with strategic oversight from the Director of Customer Operations and the Director of Customer Success. Each director manages a team of four, focusing on long-term customer engagement, maximizing satisfaction, and the overall value derived from NEOGOV's services.</p> <p>For further specialized training and advanced feature utilization, NEOGOV's Professional Services Team, led by the Vice President of Professional Services and supported by five direct reports, offers deep-dive learning opportunities and enhanced product training.</p> <p>Additionally, NEOGOV's Customer Support Team, directed by the Director of Customer Support and assisted by four Customer Support Managers, oversees 29 dedicated Customer Support Representatives. They ensure swift and effective resolution of customer inquiries, maintaining smooth operational continuity for NEOGOV's clients.</p> <p>Collectively, these teams comprise NEOGOV's comprehensive Service Force, equipped to support every aspect of the customer journey—from initial integration to ongoing engagement—guaranteeing that every client benefits from expert advice, tailored support, and prompt service responses at each step. This strategic organization ensures that NEOGOV's customers have all the necessary tools and support to succeed with our solutions.</p>

<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>The ordering process at NEOGOV is designed to be collaborative and efficient. Customers initiate the purchase through a direct interaction with a NEOGOV sales representative, who assesses their needs and guides them throughout the process.</p> <p>If the procurement involves using pre-negotiated governmental contracts, our sales representatives may engage resellers like SHI or Carahsoft. These resellers facilitate the use of contracts such as Omnia and NASPO, but do not handle the product delivery or implementation. The order form used might be on the reseller's paper, with NEOGOV consistently providing an End User License Agreement (EULA) that makes our terms clear.</p> <p>Overall, NEOGOV sales representatives maintain primary contact with the customer to ensure a smooth and transparent ordering process, with assistance from resellers where necessary to streamline contractual and procurement aspects.</p>
<p>30</p>	<p>Describe your product implementation strategy. If utilizing installation partners, describe and define their role in the strategy.</p>	<p>NEOGOVS's product implementation strategy is designed to ensure the most efficient and effective deployment, maximizing user adoption and long-term project success. We utilize a staged implementation approach that effectively manages and streamlines the process, led by a dedicated team of implementation consultants who serve as subject matter experts throughout the entire implementation experience. We do not utilize third-party installation partners; instead, our implementation consultants provide hands-on guidance, system configuration support, and post-implementation assistance.</p> <p>The process begins with a project scope review, where we define how each module will be configured to align with your organization's needs. All relevant subject matter experts from your organization should participate in these discussions to ensure accurate business process definitions. The configurations and criteria established during this phase will determine the scope and tasks for the remainder of the implementation.</p> <p>Following the scope review, the implementation process moves through Discovery, Configuration, and System Validation, ensuring that all requirements are met before transitioning to Go-Live. Discovery focuses on defining project goals and assessing internal processes, while Configuration involves system setup, user role assignments, authentication configurations, and data imports. System Validation ensures functionality through admin training, quality assurance testing, and workflow validation. Once the system is officially deployed, we monitor engagement and performance before transitioning support to a Customer Success Manager (CSM), who provides continued guidance beyond implementation.</p> <p>Implementation timelines vary by product, typically ranging from 45 to 120 days, ensuring a structured and well-supported rollout that prioritizes data integrity, user training, and system validation. Our approach guarantees a seamless transition, enabling organizations to fully leverage the system's capabilities while maintaining alignment with business objectives.</p>

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.	<p>NEOGOV's customer service program is engineered to deliver reliable, responsive support to our clients, underscored by our commitment to accountability and excellence. We offer direct phone support from Monday through Friday, 6 AM to 6 PM MST, excluding NEOGOV holidays, ensuring clients have access to timely help during working hours. Additionally, our 24/7 online request system acknowledges inquiries promptly and addresses issues within clearly defined timeframes based on their complexity and urgency. We prioritize critical issues with an aim to resolve them within 24 hours, while handling less urgent queries within a standard resolution timeframe.</p> <p>Our approach extends beyond reactive support; it includes proactive system monitoring, systematic upgrades, and maintenance to continuously enhance product performance. Every quarter, NEOGOV conducts enhancement calls to announce, discuss upcoming updates, and provide training sessions to accompany these enhancements. This ensures that our clients are well-equipped to leverage new features and functionalities, enhancing their operational efficiency.</p> <p>For self-learners, the NEOGOV Community offers additional support. This self-service portal allows customers to search FAQs, find specific trainings and functionality guides, and interact with the customer feedback board. Here, users can exchange best practices and offer input on their specific use cases, fostering a collaborative learning environment.</p> <p>All of our implementation specialists, customer support personnel, and trainers are housed in-house, promoting a unified team ethic driven by a passion for excellence and client satisfaction. This internal motivation, devoid of external incentives, spurs our team to deliver superior service continuously. Our comprehensive training programs ensure our staff remains sharp on industry guidelines and adept in facilitating both effective support and strategic advice.</p> <p>By retaining control over all operational aspects, NEOGOV guarantees that our service quality is uncompromised and consistently meets our high standards. Each client interaction offers an opportunity to resolve concerns, strengthen trust, refine our offerings, and ensure users can effectively navigate and utilize our solutions.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	NEOGOV cloud based SaaS is available to all US participating Sourcwell entities.	*
33	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	NEOGOV will make our cloud based SaaS available to all Canadian providences that are open to US hosting, not requiring Canadian hosting.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Sourcwell members in all geographic areas will be fully served by NEOGOV on this contract.	*
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. All Sourcwell member sectors will be fully served by NEOGOV on this contract.	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have any specific requirements or restrictions that would apply to Sourcwell's participating entities in Hawaii and Alaska and in US Territories.	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, NEOGOV will work with nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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<p>38</p>	<p>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.</p>	<p>NEOGOV and PowerDMS by NEOGOV have a comprehensive and strategic marketing approach to promote the Sourcewell partnership and leverage this opportunity effectively. Our strategy unfolds in timed phases, ensuring systematic engagement and widespread visibility across multiple platforms and stages.</p> <p>Initial 30 Days – Foundation and Visibility: We commence with a 30-day period focused on internal alignment and public announcements: Cross-company training sessions to align product offering knowledge and understanding of the Sourcewell partnership's benefits will be conducted. A dedicated NEOGOV representative will manage business development and ongoing training material creation. Critical information about the Sourcewell contract will be accessible through a comprehensive "playbook" and integrated into all new hire training programs. We will announce the partnership prominently on our login page and create a dedicated Sourcewell Partners advertisement on our website. This page will feature the Sourcewell logo, procurement solicitations, the Master Agreement, and product and services pricing summaries. The marketing teams will collaborate to launch an initial campaign aimed at promoting the usage of the Sourcewell agreement.</p> <p>60 Days – Enhanced Communication and Engagement: Integration of the Sourcewell value propositions into our lead generation and sales processes to underline the unique benefits of this partnership. Establishment of a Contracting Center of Excellence (C.O.E.) to handle complex contracting requirements and co-selling processes. Roll-out of Phase 1 of our marketing campaign, including strategic placements of the Sourcewell logo on relevant marketing materials, and leveraging email campaigns to promote the agreement.</p> <p>90 Days – Review and Expansion: We will review the effectiveness of our strategies and make necessary adjustments to enhance messaging and contracting practices. Collaborative development of webinars for knowledge sharing on contracting best practices under Sourcewell. Proactively identify upcoming expiring contracts to promote the renewal through Sourcewell, highlighting the time and cost savings.</p> <p>Beyond 90 Days – Continuous Promotion and Success Sharing: Our marketing team, leveraging every functional area from digital advertising to customer engagement, will continue to promote the PowerDMS by NEOGOV brand alongside the Sourcewell partnership. This includes: Immediate inclusion of Sourcewell on our marketplace webpage visible to all site visitors. Development of a specialized landing page detailing the benefits of our partnership, supported by ongoing promotions through newsletters, social media, and press channels. Distribution of printed materials at trade shows, and the creation of case studies showcasing the successful use of Sourcewell by our customers. This structured and multi-faceted marketing strategy ensures that every phase of the partnership lifecycle is optimized for visibility, engagement, and customer success, firmly establishing NEOGOV and PowerDMS by NEOGOV as leaders in leveraging cooperative contracts for enhanced service delivery in public safety and workforce management.</p>
<p>39</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Our marketing team uses a comprehensive and enterprise-level technology stack to ensure our marketing campaigns are both targeted and effective. Some examples of the technology we leverage include: HubSpot, Oracle (Eloqua), Google Analytics, BrightEdge, SEMrush, Sprout Social, Salesforce, and more. In 2025, our key marketing objectives center around Brand (market presence, total impressions, reach, etc.), Data (integrating our technology to effectively and efficiently run campaigns, ultimately yielding a higher ROI on our marketing efforts), and ABM (account-based marketing to segment and send hyper-relevant messages and information to our prospects and customer base). We are heavily focused on lead quality in our continued efforts to measure and improve all marketing campaigns we execute. Our team of growth marketing specialists, content creators, product marketing managers, creative directors -- and more -- spend their hours invested in optimizing our marketing campaigns to generate maximum exposure and positive results.</p> <p>Across all of our branded LinkedIn accounts, we have over 60,000 captive followers interested in our products, thought leadership, event presence, and more. Through targeted outreach to these industry leaders, we regularly share our latest information - awarded contracts, included. This channel (and others) provide a direct outlet to engaging with and sharing our latest information with public safety agencies nationwide.</p>

40	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>We believe that Sourcewell plays a critical role in promoting agreements arising from this RFP by providing a credible platform that streamlines procurement processes for government, education, and non-profit agencies. Sourcewell's vetting and endorsement significantly enhance the trustworthiness and appeal of the agreements, offering participating entities a reliable, pre-negotiated, and compliant purchasing pathway. This not only aids in reducing the administrative burden associated with soliciting bids but also accelerates the procurement cycle, allowing for quicker deployment of solutions.</p> <p>To effectively integrate the Sourcewell-awarded agreement into NEOGOV's sales process, we will begin by extensively training our sales team to understand and articulate the benefits of the agreement, such as pre-negotiated terms and compliance with procurement regulations. Marketing materials will be updated to highlight the advantages of purchasing through Sourcewell, ensuring this information is prominently featured in brochures, digital content, and client proposals. We will also enhance our digital presence by adding detailed information about the Sourcewell agreement on our website, including a dedicated landing page. Account managers will actively inform existing clients about the benefits of renewing or extending services under the agreement during regular consultations and account management sessions. Additionally, we will implement feedback mechanisms to capture client insights on using the Sourcewell agreement, allowing us to continuously refine our integration strategy. This comprehensive approach ensures that the Sourcewell agreement is seamlessly woven into NEOGOV's sales processes, providing clear benefits to clients and driving effective service adoption.</p>
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.	No

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

Line Item	Question	Response *
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.	<p>NEOGOVS offers a variety of training programs to Sourcewell participating entities. During the initial implementation, NEOGOV provides online training for 'core' staffing personnel users. This is a approach, meaning that we train a select group of users who then train the rest of the community on organization-specific practices. This approach is standard and leads to a lower price of training while delivering an equivalent result. If your organization would like to have NEOGOV train users outside of the community, we can certainly add those sessions for an additional charge.</p> <p>In addition to the initial training, NEOGOV also offers the NEOGOV Community, which includes access to quarterly conference calls, online video tutorials, user groups, and more. This is designed to ensure your organization's success goes well beyond the initial go-live date. Furthermore, NEOGOV offers NEOGOV University classes, which are free monthly training webinars that customers can enroll in.</p> <p>All proposed training classes and materials, including videos, tutorials, documentation, etc., are already available and can be accessed by customers online through the NEOGOV community. There is no additional cost for ongoing support for both technical and administrative assistance or maintenance.</p>

<p>43</p>	<p>Describe any technological advances that your proposed solutions offer.</p>	<p>NEOGOV's proposed solutions consistently integrate the latest technological advances to enhance functionality and user experience. Key features include:</p> <p>Cloud-Based Platforms: Ensuring accessibility and security, our solutions are hosted on highly secure, accessible cloud platforms.</p> <p>Automated Workflows: Utilizing automation to streamline processes, increase efficiency, and reduce human error.</p> <p>Mobile Functionality: Extensive mobile support allows users to manage tasks and access information on-the-go.</p> <p>Advanced Security Measures: Including data encryption, role-based access controls, and regular security audits to protect sensitive information.</p> <p>Real-Time Analytics: Offering sophisticated analytics tools that provide actionable insights, helping organizations make data-driven decisions.</p> <p>E-Signature and Compliance Tracking: Integrated electronic signature capabilities streamline approvals while compliance tracking features ensure regulatory adherence.</p> <p>Integration Capabilities: Seamless integration with existing systems to enhance data consistency and workflow efficiency.</p> <p>Continuously innovating, NEOGOV is committed to integrating and creating new advancements, ensuring that our technology not only meets current client needs but also anticipates future demands. This commitment to innovation ensures our solutions are at the cutting edge of technological development.</p>
<p>44</p>	<p>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.</p>	<p>NEOGOV's solution is designed with a strong emphasis on data privacy, integrity, storage, and protection. The organization has a data privacy policy in place, which can be accessed at https://www.neogov.com/privacy-policy.</p> <p>In terms of data integrity and storage, NEOGOV employs robust encryption measures. All data is encrypted at rest using AES 256 bit encryption. The databases employ both and to secure data, utilizing FIPS-140-2 validated encryption modules. Additional encryption at the field level is applied to particularly sensitive PII, providing another layer of security to protect against unauthorized access.</p> <p>NEOGOV also implements detailed Role-Based Access Control (RBAC), allowing granular control over user access based on their roles within the organization. A Super Administrator Role permits designated users to customize permissions as needed, ensuring that access levels are carefully managed and aligned with organizational security policies. Multifactor Authentication (MFA) is compulsory for all privileged access to systems, applications, and sensitive data, adding an extra layer of security by requiring multiple forms of verification.</p> <p>In terms of adherence to industry standards, NEOGOV is SOC2 Type II, All 5 principles and NIST 800.53 Moderate certified with control mappings to HIPAA and CJIS. The NEOGOV Cloud is flexible and allows for a wide range of data to be uploaded, including PHI data for certain modules like Benefits or e-Forms. NEOGOV's data backup and retention policies and practices meet HIPAA requirements. However, it's important to note that NEOGOV is currently HIPAA security compliant but not privacy compliant.</p> <p>NEOGOV's systems can be compliant with NIST SP 800-171 and/or CMMC Level 2 standards. However, NEOGOV is currently not compliant with the requirements of the Health Information Technology for Economic and Clinical Health Act (HITECH) and has no plans to do a HITECH audit at this time.</p> <p>In conclusion, NEOGOV's solution is designed with a strong focus on data privacy, integrity, storage, and protection, and adheres to a number of industry standards, including HIPAA and CJIS.</p>

45	Describe your data backup and recovery solutions.	NEOGOV employs robust data backup and recovery solutions. Full backups of certain application and database components are performed on a weekly basis and incremental backups are performed daily. Database transaction logs are backed up every three minutes. In the event of a disaster, NEOGOV has the flexibility to resume operations in a cloud and/or a new data center as needed. NEOGOV's target is to limit data loss to no more than 30 minutes, with backups stored offsite and processes in place to minimize customer data loss. All customer data is stored on disk storage that is mirrored across different storage cabinets and controllers. All customer data, up to the last committed transaction, is automatically backed up on a nightly basis. Additionally, data is continuously backed up online in real-time to the secondary data center. In case of primary data center outage, operations can be switched to a geographically remote secondary data center within minutes, allowing for DNS failover. In the event that both geographically separated data centers which house NEOGOV production equipment are destroyed, procedures are in place to reconstruct all necessary data center infrastructure to run NEOGOV applications. Those procedures include detailed plans of rebuilding the infrastructure and restoring live offsite backups at an alternate location. The entire plan is reviewed and updated regularly, and full disaster recovery testing is performed on a bi-annual basis.
46	Demonstrate your connectivity, interoperability and integration capabilities between your offered solution(s) and other software systems.	NEOGOV's solutions are designed to be highly interoperable and integrate seamlessly with other software systems. Our system allows for data import and export in standard file formats, including .html and .txt, and we can create an interface file to load into your financial software. These interfaces are vendor agnostic and specified to your needs. We also offer APIs and SFTPs for interfacing and integrating with other systems. Our system is also capable of integrating with applicant tracking systems, video interviewing software, and third-party testing vendors. Furthermore, our system is designed to flow all changes made throughout all proposed system modules without the need for duplicate data entry. We also support integration with other authentication and authorization systems, specifically SAML 2.0 compliant Identity providers. Lastly, our system is designed to be scalable, allowing for the accommodation of new modules, applications, or third-party systems as the customer's needs evolve.
47	Describe any "green" initiatives that relate to your company or to your solutions, and include a list of the certifying agency for each.	Our company is committed to sustainability through various green initiatives that reduce environmental impact both internally and within our customer solutions. By leveraging cloud-based document management, digital workflows, and e-signature technology, we minimize paper usage and promote eco-friendly business practices. Our remote work capabilities and energy-efficient data centers, which comply with certifications such as ENERGY STAR, ISO 14001, and LEED, further reduce carbon emissions and resource consumption. Additionally, our solutions, including digital policy management, cloud-based scheduling, and electronic approvals, help organizations optimize operations while reducing waste. We also follow responsible e-waste recycling policies, ensuring electronic devices are disposed of sustainably. Through these initiatives, we support both our customers and our company in achieving a more environmentally responsible approach to business.
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.	NEOGOV has not received any third-party issued eco-labels, ratings, or certifications specifically related to energy efficiency, life-cycle design (cradle-to-cradle), or other green/sustainability factors for the solutions included in this proposal. Our commitment to sustainability is primarily demonstrated through internal operations and features of our solutions that promote reduced resource usage, such as cloud-based systems that minimize the need for physical infrastructure and digital workflows that reduce paper consumption. While we continually strive to enhance our sustainability initiatives, obtaining specific eco-labels or certifications remains an area for future development. We are actively exploring opportunities to align our solutions with recognized environmental standards and certifications to not only improve our impact but also to better serve our clients in their sustainability goals.
49	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	NEOGOV offers the most comprehensive suite of products and services tailored specifically for the workforce management needs of public safety entities. With more than 13,000 public sector customers, 5,000+ in law enforcement alone, our solutions have a proven track record of operational success. In addition to the proven quality of our products, we have a world class customer support team which contributes to our industry leading customer retention, satisfaction and net promoter scores. We are backed by reputable investment firms Warburg Pincus and Carlyle Group, ensuring financial stability and continuous investment in product development. Our product development approach is customer-centric, with an aggressive enhancement release schedule for rolling out new features and capabilities. We provide extensive training and support through the NEOGOV Community, including access to quarterly conference calls, online video tutorials, user groups, and free monthly training webinars. Our platform is a multi-tenant SaaS solution with robust security measures in place, including continuous vulnerability monitoring and management, intrusion detection, anti-malware, and anti-ransomware capabilities. We are SOC2 compliant to include HIPAA and CJIS controls as well as StateRAMP and TxRAMP authorized. As of March 2025, we are "in progress" with FedRAMP and scheduled for FedRAMP authorization in June 2025 with the Department of Veterans Affairs as our FedRAMP sponsor. We believe in the concept of a well integrated and open platform, offering the ability to integrate with third-party vendors, providing flexibility and customization to meet specific customer needs. These attributes make us a unique and reliable partner for Sourcwell participating entities.

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.		<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
56		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> 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.	Our standard payment terms stipulate net 30 for new business and net 60 for renewals. Invoices for renewals are issued 60 days before the subscription renewal date. Payment is due on the renewal date itself.
60	Describe any leasing or financing options available for use by educational or governmental entities.	No, NEOGOV does not offer leasing or financing options for educational or governmental entities.

<p>61</p>	<p>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.</p>	<p>NEOGOV utilizes two primary transaction documents to ensure transparency, compliance, and clarity in all agreements with Sourcwell participating entities:</p> <p>Order Form – This document serves as the official agreement outlining the specific products and services purchased, including pricing, subscription terms, licensing details, and any applicable discounts under the Sourcwell contract. The Order Form ensures that all transactions are clearly documented and aligned with the agreed-upon terms.</p> <p>Service Level Agreement (SLA) – The SLA defines NEOGOV's service commitments, including system uptime guarantees, support response times, and resolution procedures for service-related issues. This document ensures consistent service reliability and establishes performance expectations for all Sourcwell participating entities.</p> <p>Together, these documents form the foundation of our procurement process, ensuring that every Sourcwell transaction is governed by clear, standardized terms that support operational efficiency and compliance. Both documents are attached as part of our submission for Sourcwell's review and approval.</p>
<p>62</p>	<p>Explain your licensing process and the service agreements required of end users.</p>	<p>NEOGOV's licensing process and service agreements for end users are structured to ensure compliance, clarity, and consistency across all engagements.</p> <p>Licensing Process: NEOGOV provides its Software-as-a-Service (SaaS) applications through a subscription-based licensing model. Customers purchase access to NEOGOV's platforms via an Order Form, Service Order, or Statement of Work (SOW), detailing the specific services, pricing, and subscription term. The SaaS subscription grants a limited, non-exclusive, non-transferable right to use the software for internal, non-commercial purposes. This access is granted only to Authorized Users, defined as employees, agents, contractors, or consultants of the customer for whom access has been purchased.</p> <p>Unless specified otherwise, subscriptions commence on the Effective Date (either the date of the signed Order Form or the first use of the services) and remain active for twelve (12) months, renewing automatically unless canceled with at least 30 days' notice.</p> <p>Service Agreements for End Users The NEOGOV Services Agreement outlines the terms of use, obligations, and responsibilities of customers and their authorized users. Key elements include:</p> <p>Customer Responsibilities – Customers must manage their Authorized Users, ensure compliance with applicable laws, and prevent unauthorized access to the system. They are responsible for any data uploaded into the platform and must adhere to security and privacy regulations.</p> <p>Restrictions on Use – Users may not sell, resell, sublicense, or distribute the services, attempt to reverse engineer the software, or use the system for unauthorized purposes such as storing or transmitting malicious content.</p> <p>Subscription Fees and Payment Terms – Customers are required to pay annual fees in advance, with late payments subject to penalties. Any increase in user count may result in additional subscription fees.</p> <p>Data Processing and Security – NEOGOV maintains commercially reasonable security safeguards for customer data. Customers retain ownership of their data but grant NEOGOV the right to process and store it for service functionality.</p> <p>Support and Maintenance – NEOGOV provides customer support via phone and online request submissions, as well as updates and upgrades to improve service functionality.</p> <p>Termination and Compliance Audits – NEOGOV reserves the right to suspend services if the agreement terms are violated or payments are overdue. Compliance audits may be conducted to verify adherence to contractual obligations.</p> <p>These agreements ensure that all users operate within clearly defined parameters, allowing for secure, effective, and compliant use of NEOGOV's services.</p>

63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, we do accept P-cards and no, there is not an additional fee for Sourcwell participating entities to use this process.	*
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 Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Pricing Methodology: NEOGOV employs a tiered pricing model based on the Full-Time Employee (FTE) count of an organization. This structure ensures scalability and cost-effectiveness for public safety agencies of all sizes.</p> <p>Calculating FTE for Pricing: FTE count for the purposes of pricing NEOGOV products is calculated as 1 FTE for every FTE, 1/2 FTE for every part time employee, and 1/3 FTE for every seasonal employee.</p> <p>Other Pricing Methodologies: There are a few exceptions to the tiered-pricing methodology as noted in the provided price book for Sourcwell where the unit that is used for pricing purposes is different than the employee count of the organization. For example, Engage for 911 call centers is priced based on the estimated number of CAD dispatches per year, not the number of employees. An effort to made to make these distinctions obvious in the price book when looking at the product descriptions on a line item basis.</p> <p>Line-Item Pricing: Each product and pricing tier in the provided price book for Sourcwell has a specific SKU, description, and MSRP (Manufacturer's Suggested Retail Price) based on the number of FTEs in an organization.</p> <p>Tiered Discounts: The per-FTE cost decreases as agency size increases, making solutions more affordable on a per-employee basis for larger organizations.</p> <p>Discounted Pricing: Discounted pricing is available for Sourcwell participating entities, ensuring competitive rates compared to standard list pricing.</p> <p>Setup Costs: All software license purchases require a corresponding one-time setup/onboarding purchase.</p>	*
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.	The submitted pricing proposal lists the MSRP for the NEOGOV solutions. As a Sourcwell participating agency, each agency will receive a discount of 5% off of the listed MSRP. A quote can be generated per request to facilitate and validate the pricing and discount received.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	NEOGO can facilitate purchases that utilize volume discounts however this would be handled case by case as additional details would be needed in order to propose adequate pricing for the requesting agency.	*

67	<p>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.</p>	<p>NEOGOV is committed to providing transparent and flexible pricing for “sourced” products and related services that fall outside the standard Sourcwell contract. These non-contracted (“open market”) items may include custom integrations, additional implementation services, specialized training, extended support packages, or third-party software add-ons. To ensure fair and competitive pricing, NEOGOV offers the following structured approach:</p> <p>Quote-Based Pricing Model – NEOGOV will provide a formal quote for all non-contracted items based on the specific needs of the participating entity. This quote will include a detailed cost breakdown, scope of work, and estimated timeline, ensuring full transparency before approval.</p> <p>Custom Pricing for Specialized Services – NEOGOV offers custom professional services such as: Advanced API integrations with third-party systems. Tailored implementation support beyond standard onboarding. Custom workflow configurations to meet agency-specific needs. On-site training programs for large-scale deployments.</p> <p>These services are priced separately and will be quoted on a per-project basis, ensuring alignment with agency requirements. Pre-Approved Service Tiers for Efficiency – To streamline procurement, NEOGOV can provide pre-approved service packages for additional training, consulting, or system configuration, allowing agencies to quickly obtain supplemental services without a lengthy procurement process.</p> <p>Compliance with Sourcwell Procurement Standards – NEOGOV will work closely with Sourcwell participating entities to ensure all purchases align with procurement policies, providing clear documentation and justifications for any non-contracted items.</p> <p>This approach ensures that agencies can access additional services and enhancements as needed, while maintaining compliance, cost transparency, and procurement efficiency.</p>	*
68	<p>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.</p>	<p>All licenses, setup, training, and optional services have been included in our pricing submission. Our proposal provides complete pricing for all NEOGOV and PowerDMS products, including any additional features, services, or optional enhancements. The full breakdown of these costs can be found in the attached pricing sheet. Since all items required to utilize our solutions are accounted for, there are no hidden fees. NEOGOV remains committed to full pricing transparency, and any optional services can be selected based on the specific needs of Sourcwell participating entities.</p>	*
69	<p>If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>NEOGOV's is a cloud based software system, no freight or shipping of physical equipment is required.</p>	*
70	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>NEOGOV's is a cloud based software system, no freight or shipping of physical equipment is required.</p>	*
71	<p>Describe any unique distribution and/or delivery methods or options offered in your proposal.</p>	<p>NEOGOV delivers its cloud-based Software-as-a-Service (SaaS) solutions through a fully online deployment model, eliminating the need for physical distribution or on-premise installations. This approach ensures fast, secure, and scalable access for Sourcwell participating entities.</p>	*

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.	NEOGOV employs a comprehensive self-audit process to ensure full compliance with our proposed agreement with Sourcewell, including proper pricing for all Sourcewell participating entities. A dedicated procurement team manages all procurement vehicles, including Sourcewell, and provides ongoing training to Sales, Finance, and Renewals teams to ensure adherence to specific procurement requirements. Every customer quote undergoes a multi-stage approval process, starting with Sales Leadership review to confirm pricing accuracy, followed by a Finance team compliance check, and final approval by the Chief Financial Officer (CFO) to ensure full adherence to Sourcewell's pricing structure. Additionally, NEOGOV collaborates with multiple resellers and cooperative agreements, each with unique compliance requirements, and carefully verifies that every order meets the standards of the relevant purchasing vehicle. This rigorous, multi-level oversight guarantees that all pricing and contractual terms remain accurate, transparent, and compliant. Our internal controls ensure that Sourcewell participating entities receive the correct pricing and that all agreements align with established procurement guidelines. By integrating cross-departmental training, leadership oversight, and structured compliance checks, NEOGOV maintains the highest level of accountability and accuracy in all Sourcewell-related transactions. This process reflects our commitment to delivering transparent, reliable, and compliant procurement solutions.	*
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.	NEOGOV utilizes key internal metrics to measure the success of our agreements, ensuring efficiency, cost savings, and value for Sourcewell participating entities. We track the number of deals processed through purchasing vehicles to assess adoption and utilization rates, providing insight into how effectively agencies leverage the agreement. Additionally, we monitor the total dollars saved by eliminating the need for third-party intermediaries, demonstrating the direct financial benefits of using the Sourcewell contract. By analyzing these cost savings, we ensure that agencies receive the most competitive pricing while streamlining procurement processes. Our team also evaluates overall contract performance by assessing customer engagement, deal velocity, and renewal rates to maintain continuous improvement. These metrics allow us to refine our approach, enhance customer experience, and ensure alignment with Sourcewell's goals. Through data-driven decision-making and ongoing performance tracking, NEOGOV remains committed to maximizing the success of this agreement for all participating entities.	*
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.	NEOGOV proposes a 2% administration fee for all sales made under the Sourcewell agreement.	*

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.	The submitted pricing proposal lists the MSRP for the NEOGOV/PowerDMS solutions. As a Sourcewell participating agency, each agency will receive a discount of 5% off of the listed MSRP. A quote can be generated per request to facilitate and validate the pricing and discount received.

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

Line Item	Question	Response *
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<p>76</p>	<p>Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.</p>	<p>NEOGOV offers a suite of integrated solutions tailored to meet the various operational needs of public safety and law enforcement agencies. Our products are designed not only to enhance efficiency and compliance but also to cater to the unique challenges faced by each agency, ensuring that each solution can be configured to fit specific operational requirements and procedural nuances. Our platform solutions include the following:</p> <p>Policy: A secure, cloud-based repository to manage policies and procedures across their entire lifecycle. Develop, review, approve, distribute, and track every policy with confidence, knowing that only one published version exists</p> <p>Training: Create, distribute, and track electronic training courses to reduce the cost and complexity of in-person training.</p> <p>Recall: Designed to reinforce employees' knowledge and recall of policy content, using AI-generated digital flashcards, created from your own job-critical documents in PowerPolicy. .</p> <p>Standards: Accreditation software that streamlines the management of policies and compliance documentation.</p> <p>Action: Facilitates documentation, management, and review of on-duty actions like pursuits and use-of-force through customizable forms and streamlined workflows2.</p> <p>IA: Track, manage, and report on internal investigations and complaints with secure, end-to-end case management software that integrates directly to PowerPolicy.</p> <p>Vitals: Document multiple indicators, quantify officer stress, and equip supervisors with customizable plans to support regular check-ins and healthy conversations with officers in need of assistance.</p> <p>Line: A public safety employee wellness and wellbeing mobile application designed to allow for fully anonymous engagement with curated content and a nationwide network of peer support volunteers.</p> <p>Ready: Assists agencies in managing, tracking, and measuring training for employees entering new career phases with real-time data and pre-built programs.</p> <p>Time: A workforce management platform that covers scheduling, timekeeping, training, and shift bidding tailored for the specific needs of public safety.</p> <p>Schedule: A next generation workforce management platform designed to meet the nuanced scheduling needs of larger agencies across multiple jurisdictions.</p> <p>Engage: A citizen engagement and feedback software solution for public safety agencies designed to keep citizens informed, measure citizen satisfaction and boost employee morale.</p> <p>Vetted: A background investigation software solution available fully integrated into NEOGOV Insight's applicant tracking system to manage the vetting process of candidates for public safety employment.</p> <p>Attract: A candidate relationship management tool fully integrated into NEOGOV Insight's applying tracking system that helps agencies source qualified public safety applicants faster.</p> <p>Insight: An applicant tracking system that eliminates the burden of manual processes for both your HR team and candidates streamlining complex public safety hiring.</p> <p>Onboard: Software that improves new hire onboarding with digital paperwork for new employees, more visibility, and agency-wide efficiency.</p> <p>Learn: Configurable learning management software that allows you to offer more training, reduce barriers to learning, and accommodate numerous learning styles.</p> <p>Perform: Performance management software that automates annual and probationary employee evaluations, allowing your HR team and department heads to identify skills gaps and areas of improvement in their employees.</p> <p>Eforms: A platform for storing and centralizing electronic employee files, creating electronic forms, converting existing forms, and building routing and approval workflows in a secure repository.</p> <p>CoreHR: A central hub for all employee data. Manage details like job titles, contact information, position(s), work rules, employee status, and much more.</p>
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		<p>Time and Attendance: An employee time tracking tool that helps you manage worked hours, overtime, and time off.</p> <p>Payroll: Software to automate payroll processes while adhering to regulatory, union, and budgetary requirements.</p> <p>Payroll Services: Services provided by NEOGOV to handle ACH processing with direct deposit, child support and vendor payments. NEOGOV Payroll Services also include tax filings and payments as well as year-end paperwork like W2, 1095 reporting, printing and mailing.</p> <p>Benefits: Software to streamline the management of employee benefits programs including health insurance, retirement plans, like 457(b) and pensions, and a wide range of other perks.</p> <p>Integrations and Add-on: NEOGOV offers a variety of 3rd party integrations and 3rd party integrated products that enhance the value of NEOGOV products, specifically related to agency recruitment and products that are enhanced by access to read-only CAD/RMS data.</p>	
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Here are the subcategories that best describe our products: -Incident tracking response and reporting, unit assignments and staffing, training activities, etc.</p> <p>-Operational management (scheduling, training, compliance, etc.)</p> <p>-Law enforcement case management</p>	*

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.	<input type="radio"/> Yes <input type="radio"/> No	*
79	Mapping	Vertical location, indoor, outdoor	<input type="radio"/> Yes <input type="radio"/> No	*
80	Asset tracking and location	Personnel, vehicles, controlled substances, equipment, etc.	<input type="radio"/> Yes <input type="radio"/> No	*
81	Community notifications	Evacuations, minor crime reporting, shelter in place, etc.	<input type="radio"/> Yes <input type="radio"/> No	*
82	One-to-one and one-to-many collaboration and coordination	SMS, push to talk, video, voice, etc.	<input type="radio"/> Yes <input type="radio"/> 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	<input type="radio"/> Yes <input type="radio"/> 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	<input type="radio"/> Yes <input type="radio"/> No	
85		Operational management (scheduling, training, compliance, etc.)	<input type="radio"/> Yes <input type="radio"/> No	
86		Data analytics to inform staffing, deployment, station location, budget, and other management decisions.	<input type="radio"/> Yes <input type="radio"/> No	
87	Incident/post-incident software	CAD, RMS for law enforcement, fire, and EMS	<input type="radio"/> Yes <input type="radio"/> No	
88		Electronic Patient Care Reporting (ePCR) and data transfer to hospitals	<input type="radio"/> Yes <input type="radio"/> No	
89		Digital and physical evidence management	<input type="radio"/> Yes <input type="radio"/> No	
90		E-citation systems	<input type="radio"/> Yes <input type="radio"/> No	
91		Law enforcement case management	<input type="radio"/> Yes <input type="radio"/> 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		<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
93	Incident command and management	Incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No	The NEOGOV products associated with this category/subcategory are: Action, Ready, Learn, Policy, Training as add on to Policy, Attract, Insight, and Onboard.
94	Mapping	Vertical location, indoor, outdoor	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
95	Asset tracking and location	Personnel, vehicles, controlled substances, equipment, etc.	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
96	Community notifications	Evacuations, minor crime reporting, shelter in place, etc.	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a

97	One-to-one and one-to-many collaboration and coordination	SMS, push to talk, video, voice, etc.	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
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	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
99	Category 2 - Public Safety Response Agency Operations		<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
100	Pre-incident planning software	Fire prevention related inspections and enforcement	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
101		Operational management (scheduling, training, compliance, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No	The NEOGOV products associated with this category/subcategory are: CoreHR, Benefits, Time and Attendance, Payroll, Payroll Services, Perform, Learn, Eforms, Onboard, Insight, Attract, Integrations, Policy, Ready, Time, Schedule, Vetted, Standards, Engage, Line, IA, Vitals, Action, and Recall.	*
102		Data analytics to inform staffing, deployment, station location, budget, and other management decisions.	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
103	Incident/post-incident software	CAD, RMS for law enforcement, fire, and EMS	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
104		Electronic Patient Care Reporting (ePCR) and data transfer to hospitals	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
105		Digital and physical evidence management	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
106		E-citation systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
107		Law enforcement case management	<input checked="" type="radio"/> Yes <input type="radio"/> No	The NEOGOV product associated with this category/subcategory is: IA	*

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - *Sourcewell NEOGOV Pricebook_3 4 25.xlsx - Tuesday March 04, 2025 14:39:41
- [Financial Strength and Stability](#) - KPMG audit letter.pdf - Tuesday March 04, 2025 05:35:40
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- [Requested Exceptions](#) - Sourcewell Exceptions (1) (1).pdf - Tuesday March 04, 2025 05:37:45
- [Upload Additional Document](#) - RFP_030425_Public_Safety_Software_Master_Agreement NEOGOV redlines rmm 2.7.2025 (2) (1).docx - Tuesday March 04, 2025 13:08:44

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. - Joshua Snyder, Vice President of Strategic Partnerships, Governmentjobs.com Inc., dba NEOGOV

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



RFP #030425
REQUEST FOR PROPOSALS
for
Public Safety Software

Proposal Due Date: March 4, 2025, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Public Safety Software to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 4, 2025, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	January 14, 2025
Pre-proposal Conference:	February 11, 2025, 2:00 p.m., Central Time
Question Submission Deadline:	February 24, 2025, 4:30 p.m., Central Time
Proposal Due Date:	March 4, 2025, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	March 4, 2025, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and master agreement award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and master agreement expanding the reach of awarded suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING MASTER AGREEMENTS

In the United States, Sourcewell's master agreements are available for use by:

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's master agreements are available for use by current and future members including:

- Federal, provincial, and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Canoe procurement group of Canada’s current and future members. Canoe members include:
 - Federal, provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
 - Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
 - Indigenous self-governing bodies;
 - Airport authorities;
 - Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities; and
 - Canoe procurement group of Canada’s current and future partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, Northwest Territories Association of Communities, Association of Yukon Communities, CivicInfo BC, Association and their current and future members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell’s website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access master agreements for equipment, products, or services through a purchase order issued directly to the awarded supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell master agreements is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities’ needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

C. INTERGOVERNMENTAL SUPPORT AGREEMENTS

Pursuant to 10 U.S.C. § 2679, United States Department of Defense authorized installations may access Sourcewell's awarded cooperative purchasing master agreements through an Intergovernmental Support Agreement with Sourcewell. All transactions completed through this Intergovernmental Support program are directly facilitated by Sourcewell and may be subject to additional terms and conditions.

II. **SOLICITATION DETAILS**

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, school district, or regional cooperative.

Sourcewell is seeking proposals for “off-the-shelf” public safety software, pre-built, readily available applications for large market segments. Sourcewell **IS NOT** looking for artificial intelligence (AI) customization, but public safety software with existing AI capabilities is eligible. Off-the-shelf software solutions may include standalone Software as a Service (SaaS) platforms, or cloud-based solutions for law enforcement, fire/rescue, EMS, emergency management, emergency communication centers, and other related emergency service agencies and personnel. These solutions are categorized into three groups for this RFP:

1. **Category 1. Public Safety Response – Agency Situational Awareness, including but not limited to:**
 - a. Incident command and management (incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.);
 - b. Mapping (vertical location, indoor, outdoor);
 - c. Asset tracking and location (personnel, vehicles, controlled substances, equipment, etc.);
 - d. Community notifications (evacuations, minor crime reporting, shelter in place, etc.);

- e. One-to-one and one-to-many collaboration and coordination (SMS, push to talk, video, voice, etc.); and,
- f. 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.

Proposers selecting or responding to Category 1 are **ONLY** able to provide one (1) or a combination of solutions in Category 1. a – f above and will **ONLY** be evaluated in Category 1. See Appendix I of the RFP for further guidance.

2. Category 2. Public Safety Response – Agency Operations, including but not limited to:

- a. Pre-incident planning software, such as:
 - i. Fire prevention related inspections and enforcement;
 - ii. Operational management (scheduling, training, compliance, etc.); and
 - iii. Data and analytics to inform staffing, deployment, station location, budget, and other management decisions.
- b. Incident/post-incident software, such as:
 - i. CAD, RMS for law enforcement, fire, and EMS;
 - ii. Electronic Patient Care Reporting (ePCR) and data transfer to hospitals;
 - iii. Digital and physical evidence management;
 - iv. E-citation systems; and
 - v. Law enforcement case management.

Proposers selecting or responding to Category 2 are **ONLY** able to provide one (1) or a combination of solutions in Category 2. a – b above and will **ONLY** be evaluated in Category 2. See Appendix I of the RFP for further guidance.

3. Category 3. Comprehensive Solutions

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

Proposers selecting or responding to Category 3 can provide one (1) or a combination of solutions in **BOTH** Categories 1 and 2 above and will **ONLY** be evaluated in Category 3. Proposers who select or respond to both Category 1 and Category 2 **WILL BE** evaluated under Category 3 and **WILL NOT** be evaluated under Category 1 and Category 2. Proposers selecting or responding to all three (3) categories will **ONLY** be evaluated under Category 3. See Appendix I of the RFP for further guidance.

Complimentary equipment, accessories, and services must be directly related to the offering of systems or solutions described in sections 1 – 3 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.

4. This solicitation does not include that equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in master agreements currently maintained by Sourcewell, identified below:
 - a. Fleet Management Technologies with Related Software Solutions (RFP #020221);
 - b. Fleet Management Services (RFP #030122);
 - c. Unified Communications and Contact Center Solutions (RFP #120122);
 - d. Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services (RFP #011223);
 - e. Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories (RFP #101223);
 - f. Technology Products and Services with Related Solutions (RFP #121923);
 - g. Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories (RFP #031924);
 - h. Software Solutions and Related Services for Public Sector and Education Administration (RFP #060624);
 - i. Staffing with Related Services and Solutions (RFP #061324);
 - j. Artificial Intelligence (AI) Readiness, Implementation, and Support Services (RFP #110724);
 - k. Facility Security Systems, Equipment, and Software with Related Services (RFP #121024); and,
 - l. Public Safety Communications Technology and Hardware Solutions (RFP #020625).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a proper operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting master agreement. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting master agreement.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE MASTER AGREEMENT TERM

The term of any resulting master agreement(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED MASTER AGREEMENT VALUE AND USAGE

Based on past volume of similar master agreements, the estimated annual value of all transactions from master agreements resulting from this RFP are anticipated to be USD 80 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the master agreement(s) awarded from this RFP; however, sales and sales volume from any resulting master agreement are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any master agreement award.

ADDITIONAL CONSIDERATIONS

1. Master agreements will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell master agreement may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or service. Each line must indicate the proposer's published "List Price," as well as the "Master Agreement Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any master agreement resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the agreed upon price.
3. Stated in U.S. and Canadian dollars (as applicable).

4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a master agreement are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting master agreements. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. MASTER AGREEMENT

Proposers awarded a master agreement will be required to execute a master agreement with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Master Agreement reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To identify any exception, or to request any modification, to Sourcewell's 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 "Documents" section of the "Bid Details" page on the Sourcewell Procurement Portal and uploaded as part of its response. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the master agreement document provided to the awarded supplier for signature.

If a proposer receives a master agreement award resulting from this solicitation it will have up

to 30 days to sign and return the master agreement. After that time, at Sourcewell's sole discretion, the master agreement award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive procurement process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the

“MY BIDS” section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer’s proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

1. make any required adjustments to its proposal;
2. acknowledge the addenda; and
3. ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer’s complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer’s sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell’s support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential master agreement award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a master agreement award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

1. In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
2. Complete. A proposal will be rejected if it is conditional or incomplete.
3. Submitted in English.
4. Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed."

Members of the public may attend the Opening at Sourcewell's office located at 202 12th Street NE, Staples, MN to hear the results.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more master agreements to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of master agreements to be awarded in any category may include the following:

1. Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
2. The number and geographic location of highest-scoring proposers that offer:
 - a. A comprehensive selection of the requested equipment, products, or services;
 - b. A sales and service network ensuring availability and coverage for Participating Entities' use; and

- c. Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	Pass/Fail
Financial Viability and Marketplace Success	50
Ability to Sell and Deliver Solutions	150
Marketing Plan	100
Value Added Attributes	100
Depth and Breadth of Offered Solutions	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell’s Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell’s notice of master agreement award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal’s content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;

- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any master agreement, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

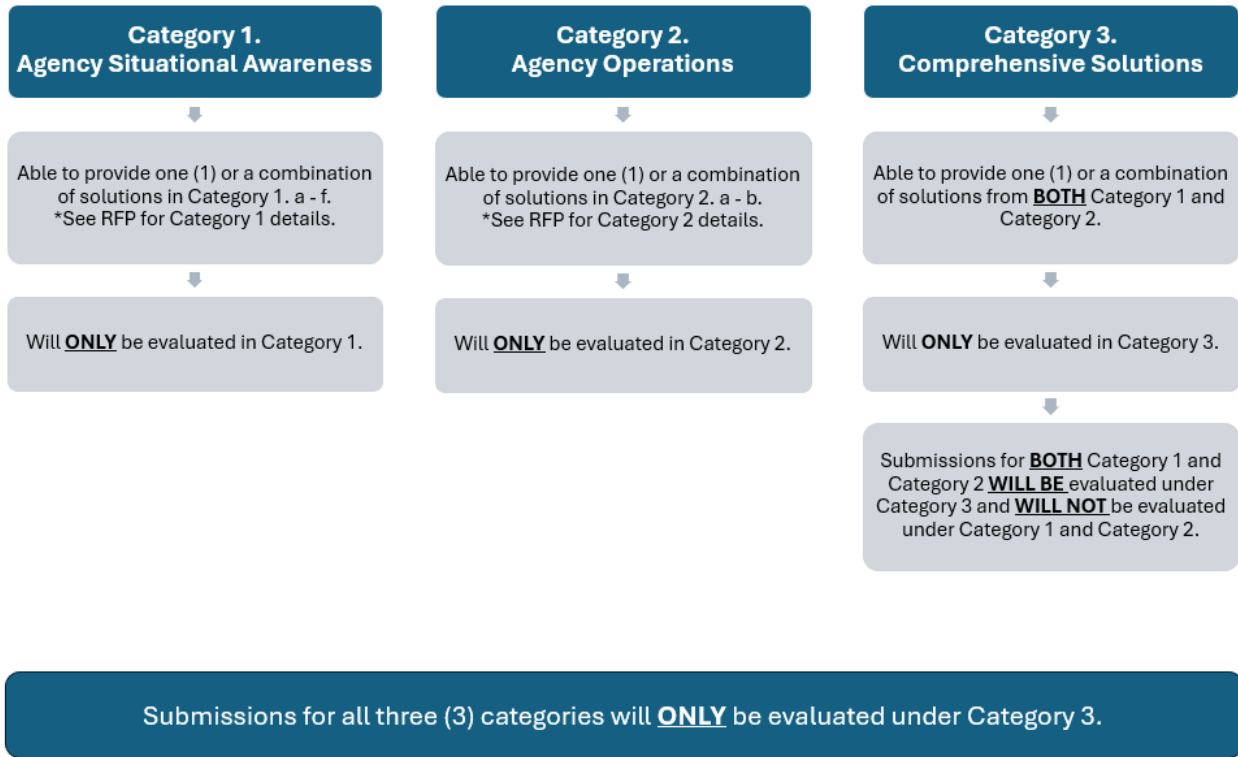
- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for master agreements or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a master agreement if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a master agreement to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting master agreement. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.

Appendix I





1/17/2024

Addendum No. 1

Solicitation Number: RFP 030425

Solicitation Name: Public Safety Software

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is there a preferred format for submitting our RFP response?

Answer 1:

Proposers must complete the "Step 1 – Specifications" questionnaire directly in the Sourcewell Procurement Portal. Proposers should also upload applicable, supplemental attachments under "Step 2 – Documents" in the Procurement Portal.

"Requested Exceptions" is the only document that requires specific formatting. If the proposer has any exceptions to the Master Agreement, the "proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the 'Documents' section" per RFP section IV. Master Agreement.

End of Addendum

Acknowledgement of this Addendum to RFP 030425, posted to the Sourcewell Procurement Portal on 1/17/25, is required at the time of proposal submittal.



1/17/2024

Addendum No. 2

Solicitation Number: RFP 030425

Solicitation Name: Public Safety Software

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can Sourcewell provide an excel export version of the online requirements and questions? We will not provide this excel with our submittal, we would just like to have an exported version of the questions so it can be more easily shared amongst our team. We will then copy the answers we put into this excel document into the format requested for this response.

Answer 1:

Sourcewell is unable to provide the online requirements and questions in Excel format. However, suppliers can access a PDF version of the online questionnaire by going to "Step 4 – Preview Bid" in the Procurement Portal then selecting the "Preview My Bid in PDF" button.

End of Addendum

Acknowledgement of this Addendum to RFP 030425, posted to the Sourcewell Procurement Portal on 1/17/25, is required at the time of proposal submittal.



01/21/2025

Addendum No. 3

Solicitation Number: RFP 030425

Solicitation Name: Public Safety Software

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is there a budget for the Solution?

Answer 1:

Per section II. E. Estimated Master Agreement Value and Usage of the RFP, the estimated annual value of all transactions from master agreements resulting from this RFP are anticipated to be USD 80 Million. Sourcewell anticipates considerable activity under the master agreement(s) awarded from this RFP; however, sales and sales volume from any resulting master agreement are not guaranteed.

Question 2:

Do you anticipate a packaged software along with Consulting Services to develop Requirements and Testing etc?

Answer 2:

Sourcewell is requesting proposals to meet the various needs of its 50,000+ Participating Entities as a whole, across the United States and Canada, not individual entities' needs. The use of Sourcewell contracts is voluntary for Participating Entities. In this competitive solicitation process, Sourcewell will not advise a proposer on the way it should submit a proposal. It is left to the discretion of each proposer to articulate and propose the approach that aligns with its business methods and satisfies the

requirements of the RFP. Proposals are evaluated based on the criteria stated in the RFP. Participating Entities' unique needs, and Solutions from awarded vendor(s), will be determined if and when Participating Entities choose to utilize a contract resulting from this solicitation.

Question 3:

Is there an incumbent [sic]?

Answer 3:

Twelve (12) contracts were awarded under RFP #051321 Public Safety Software.

Question 4:

Can we do a Pilot or POC ?

Answer 4:

Refer to answer 2.

Question 5:

In article 2, Section 22, subsection b: Is email an accepted Alternate Manner for the submission of Certificates of Insurance, or do they need to be mailed to the address listed in the Master Agreement?

Answer 5:

Per Article 2, section 22, subsection b of the Master 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 following award announcement.

Question 6:

Hello, do notifications related to the bid, such as the addition of bid addenda or any other new posts, get sent to plan holders? If not, is there a way to do so? Thank you!

Answer 6:

Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Other documents such as the Pre-Proposal login information are also posted through the portal. Any updates and changes to the RFP are documented and sent to all registered plan holders via the portal.

End of Addendum

Acknowledgement of this Addendum to RFP 030425, posted to the Sourcewell Procurement Portal on 01/21/2025, is required at the time of proposal submittal.



01/24/2025

Addendum No. 4

Solicitation Number: RFP 030425

Solicitation Name: Public Safety Software

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

In conjunction with Addendum No. 3 (Answer 3:) issued 01/21/2025, can you please identify the twelve (12) vendors that were awarded contracts under RFP #051321 Public Safety Software, and if any of those contracts are still in force or if they expired including the date.

Answer 1:

The following contracts were awarded under RFP #051321 Public Safety Software:

051321-AOG	ATIMS	Expires 7/27/2025
051321-BAK	Backdraft	Contract Not Signed
051321-DEC	Deccan	Expires 7/27/2025
051321-GYS	Genasys	Expires 7/27/2026
051321-MOT	Motorola Solutions	Expires 7/27/2025
051321-OFF	Off Duty Management	Expires 7/27/2025
051321-QKT	Quicket Solutions	Expires 7/27/2025
051321-RDO	RadioMobile	Expires 7/27/2025
051321-SMT	SmartCOP, Inc.	Expires 7/27/2025
051321-UTI	Utility Associates, Inc.	Expires 7/27/2025
051321-VAI	Vaisala	Expires 7/27/2025
051321-ENV	Envisage dba Vector Solutions	Expires 7/27/2025

End of Addendum

Acknowledgement of this Addendum to RFP 030425, posted to the Sourcewell Procurement Portal on 01/24/2025, is required at the time of proposal submittal.



01/29/2025

Addendum No. 5

Solicitation Number: RFP 030425

Solicitation Name: Public Safety Software

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

If software products can fit into both Category 1 and Category 2, should we include them in both Categories (in the appropriate subcategory)? Or only in one Category?

Answer 1:

Per the RFP, "Proposers selecting or responding to Category 3 **can provide one (1) or a combination of solutions in BOTH Categories 1 and 2** above and will **ONLY** be evaluated in **Category 3**. Proposers who select or respond to both Category 1 and Category 2 **WILL BE** evaluated under Category 3 and **WILL NOT** be evaluated under Category 1 and Category 2. Proposers selecting or responding to all three (3) categories will **ONLY** be evaluated under Category 3. See Appendix I of the RFP for further guidance.

Question 2:

Do you have an update for connecting to the Pre-Proposal Conference.

Answer 2:

Login instructions will be posted to the "Documents" section of the RFP's "Bid Details" page in the Sourcewell Procurement Portal and available to registered suppliers two (2) business days prior to the web conference. Instructions will also be sent to all registered plan takers at that time.

Question 3:

In Table 2B: References from eligible Sourcewell entities. Can you provide detail about the meaning of Sourcewell entities? Do they have to be Government's? Do they have to be 3 different agencies, or can they be references be from different projects within the same entity?

Answer 3:

Refer to RFP Section 1. About Sourcewell, which defines Sourcewell's participating entities.

In the competitive process, Sourcewell will not advise a proposer on the content of their proposal. Each proposer, in its discretion, will provide references and determine the information necessary to best demonstrate their past marketplace success and their ability to serve Sourcewell participating entities. Proposals are evaluated based on the criteria stated in the RFP.

Question 4:

Questions 26 and 28 under Table 3 appear to be incomplete. If they aren't, what details ought to be included to answer those questions?

Answer 4:

Refer to the instructions listed under the Table 3: Ability to Sell and Delivery Solutions header.

End of Addendum

Acknowledgement of this Addendum to RFP 030425, posted to the Sourcewell Procurement Portal on 01/29/2025, is required at the time of proposal submittal.



01/31/2025

Addendum No.6

Solicitation Number: RFP 030425

Solicitation Name: Public Safety Software

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

To clarify - if a product can fit within both Category 1 and Category 2 UNDER the umbrella of Category 3, should they be listed in each subcategory? Or just in one subcategory? For example, if within Category 3 a product qualifies to be included in line item 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 (Category 1 under Category 3) AND ALSO qualifies to be included in line item 102 - Pre-incident planning software - Data analytics to inform staffing, deployment, station location, budget, and other management decisions (Category 2 under Category 3), then should this product be included under line item 98, under line item 102, or under both line items 98 and 102?

Answer 1:

A proposer responding to Category 3 and offering solutions that qualify under both Category 1 and Category 2 must indicate both categories and subcategories in their response to Table 7D.

Question 2:

Under Category 2 – Type B.iii (page 5), it states 'Digital and Physical Evidence Management Solution' as one of the solutions. To qualify for this RFP, is it mandatory to

include a physical Evidence Management component, or would a solution focused solely on digital evidence management be considered compliant?

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to articulate and demonstrate its ability to service participating entities and what solutions-based products fall within the RFP, Section II. B. Requested Equipment, Products, or Services, that satisfy all the requirements included in the questionnaire tables. The solicitation is a competitive process, and proposals are evaluated on the content submitted based on the criteria stated in the RFP.

Question 3:

The RFP outlines specific categories of public safety software solutions, including situational awareness, and agency operations. However, are vendors permitted to propose additional public safety-related solutions that are not explicitly listed within these categories but may provide significant value to Sourcewell's Participating Entities? If so, how should vendors structure their proposal i.e in which table should we include these additional solutions while ensuring compliance with the RFP's requirements?

Answer 3:

Refer to answer 2.

End of Addendum

Acknowledgement of this Addendum to RFP 030425, posted to the Sourcewell Procurement Portal on 01/31/2025, is required at the time of proposal submittal.



02/03/2025

Addendum No.7

Solicitation Number: RFP 030425

Solicitation Name: Public Safety Software

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

In Category 1, you have two categories/sub categories we would like further information on.

Incident Command: Can you confirm if any of the 12 vendors from the previous bid (those mentioned in prior addendums) provided this category? Can you also confirm the types of public safety agencies that would use this software? We ask this to confirm if by marking yes, we must be able to offer this software to all public safety agencies. Or, can our solution be geared towards a specific type of public agency (i.e. Police or Fire)?

Asset Tracking & Location: Please confirm the same information as above.

Answer 1:

Note, Sourcewell's requests for equipment, products, and services (categories and sub-categories) may be revised each solicitation to best reflect our Participating Entity's needs and to reflect market trends within the industry.

Incident Command –

Of the 12 suppliers contracted under RFP #051321 (refer to Addendum 3 and 4), five (5) suppliers proposed equipment, products, or services pertaining to "Incident command, logging recorder, and evidence, ticketing, or citation management systems."

Asset Tracking & Location –

Of the 12 suppliers contracted under RFP #051321 (refer to Addendum 3 and 4), six (6) suppliers proposed equipment, products, or services pertaining to “Personnel non-fleet asset resource and controlled substance tracking or location solutions.”

Master Agreements are available for use by all agencies listed in Section I. B. of the RFP. Sourcewell does not track granular transaction details (category or subcategory within a solicitation) made between a Participating Entity and a contracted Supplier. Therefore, Sourcewell is not able to provide information on the entities utilizing incident command or asset tracking and location solutions.

Each proposer may determine whether a category or sub-category descriptor (or descriptors) applies to the products, equipment, and services offered in the proposal and include those details (if any) in their response.

Question 2:

Under Category 2, you list Incident/Post-Incident Software. A subcategory is CAD, RMS for law enforcement, fire, and EMS.

Can we provide just part of this solution? I.e. just a CAD software or just an RMS software for Fire / EMS?

Answer 2:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell’s requested equipment, products, and services as described in RFP Section II. B. Requested Equipment, Products and Services. However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.

Question 3:

For Line Item 108, exceptions or modifications to the MSA. If we say yes, and provide redlines, will our redlines impact our scoring in this bid?

Answer 3:

All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement. Requested exceptions and modifications do not impact scoring. Proposals are scored based on the criteria outlined in the RFP.

Question 4:

Under Category 1, the Category of Mapping. Can you clarify what you are looking for here? For example, if we offer an RMS solution with integrated maps from Google or GIS, would we qualify as a Yes to this category?

Answer 4:

Sourcwell is seeking mapping solutions (vertical location, indoor, outdoor) as it relates to public safety response and agency situational awareness.

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcwell's requested equipment, products, and services as described in RFP Section II. B. Requested Equipment, Products and Services. However, only those products within the scope of the RFP will be included in any contract awarded by Sourcwell as a result of this solicitation.

Question 5:

Under the Ability to Sell and Deliver Solutions section, line item 35 asks about account type of Participating entity which will not have full access to your solutions if awarded an agreement.

Can you elaborate on this? What does account type mean? Are participating agencies specific public agencies? All information you can provide to clarify is appreciated.

Answer 5:

Refer to Addendum 5, answer 3.

The different types of Participating Entities are considered account types regarding Table 3, line 35.

Question 6:

Will the pre-proposal conference be recorded and shared on the RFP site?

Answer 6:

The pre-proposal conference will be recorded. A PDF copy of the pre-proposal slides and

a link to view the recording will be distributed to all registered plan takers and posted to the “Bid Documents” section of the solicitation on the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP 030425, posted to the Sourcewell Procurement Portal on 02/03/2025, is required at the time of proposal submittal.



02/10/2025

Addendum No.8

Solicitation Number: RFP 030425

Solicitation Name: Public Safety Software

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Regarding the document titled RFP_030425_Pre-Proposal Conference Login Information, are vendors meant to pre-register for the meeting using the registration link provided? Or is this the meeting link to join at the scheduled time? When entering the password and clicking the link just now, the subsequent webpage does not load.

Answer 1:

The link for the Pre-Proposal Conference has been updated. An updated document has been posted to the "Documents" section of the RFP's "Bid Details" page.

For your convenience, the login directions are also provided below:

- **Registration link:** <https://vimeo.com/event/4804709>
- **Password:** service

A Frequently Asked Questions guide has been posted to the Portal home page resource materials for your reference.

Question 2:

Please provide a working link for the registration for the conference call for Feb 11. After entering the correct password, the circle spins, and spins and spins.

Answer 2:

Refer to answer 1.

Question 3:

Please confirm the pre-proposal link you provided is working. When registering with the information provided (<https://vimeo.com/event/4804709/7c95addf64>) and password, the response is spinning only. We have several resources that tried the link using different browsers. Thank you.

Answer 3:

Refer to answer 1.

Question 4:

Hello - I tried viewing the Vimeo video, but it doesn't load. Can you send the details?
Thank you.

Answer 4:

Refer to answer 1.

End of Addendum

Acknowledgement of this Addendum to RFP 030425, posted to the Sourcewell Procurement Portal on 02/10/2025, is required at the time of proposal submittal.



02/12/2025

Addendum No.9

Solicitation Number: RFP 030425

Solicitation Name: Public Safety Software

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

As mentioned on the pre-bid meeting, the state of Minnesota has unique public information laws. Regarding the public availability of the documents submitted, will bidders' pricing attachments and narrative responses be considered protected (e.g., can other vendors/competitors see each other's proposed pricing post-award)?

Answer 1:

Refer to RFP Section VI. E. Disposition of Proposals for guidance on materials submitted in response to the RFP and applicable public data laws.

Question 2:

Would the submission of a Dun & Bradstreet (D&B) report be an acceptable way to demonstrate our company's financial stability as part of the proposal requirements?

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their financial viability and marketplace that they are willing to include in their submittal. Proposals are evaluated on the content submitted.

Financial information and public data was discussed during the pre-proposal conference. The pre-proposal conference was recorded, and all registered plan takers were sent an email providing the presentation slides in PDF format and a link to the recording. A document with a link to the recording has also been posted in the "Documents" section of the RFP's "Bid Details" page in the Sourcewell Procurement Portal.

Question 3:

In response to Category 1, Section D. How will your message be delivered to the end-user. Will you have opt-ins for the residents? Or will you have a geo-cell broadcast into the area like an amber alert?

Answer 3:

Sourcewell is requesting proposals to meet the various needs of its 50,000+ Participating Entities as a whole, across the United States and Canada, not individual entities' needs. The use of Sourcewell contracts is voluntary for Participating Entities.

In this competitive solicitation process, Sourcewell will not advise a proposer on the way it should submit a proposal. It is left to the discretion of each proposer to articulate and propose the approach that aligns with its business methods and satisfies the requirements of the RFP. Proposals are evaluated based on the criteria stated in the RFP.

Participating Entities' unique needs, and Solutions from awarded vendor(s), will be determined if and when Participating Entities choose to utilize a contract resulting from this solicitation.

End of Addendum

Acknowledgement of this Addendum to RFP 030425, posted to the Sourcewell Procurement Portal on 02/12/2025, is required at the time of proposal submittal.



02/19/2025

Addendum No.10

Solicitation Number: RFP 030425

Solicitation Name: Public Safety Software

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Regarding RFP #030425. We noticed that a competing vendor is the incumbent in a category and product type that we are interested in participating in. Will you potentially award multiple vendors with the Sourcewell cooperative purchasing contract for the same Category and product type, for example Category 1, (d) Community Notifications. Or can only 1 vendor be chosen per Category and product type, like Category 1 (d) Community Notifications?

Answer 1:

Refer to RFP Section VI. EVALUATION AND AWARD, subsections A. and B., for information regarding Sourcewell's intent with respect to awards. No limit (minimum or maximum) on the number of awards has been imposed.

Question 2:

Regarding Article 3, Section 18 (Data Practice) of the Master Agreement, does this section apply to data created under an agreement between Supplier and a Participating Entity if the Participating Entity is not located in Minnesota?

Answer 2:

Article 2, Section 18 Data Practices, encompasses the data that Sourcewell collects and maintains in the course of its relationship with the awarded supplier and their contract

with Sourcewell. It does not encompass the direct relationship between the participating entity and the supplier. Sourcewell is obligated to comply with the Minnesota Government Data Practices Act regardless of where the supplier is located.

End of Addendum

Acknowledgement of this Addendum to RFP 030425, posted to the Sourcewell Procurement Portal on 02/19/2025, is required at the time of proposal submittal.



02/21/2025

Addendum No.11

Solicitation Number: RFP 030425

Solicitation Name: Public Safety Software

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Most of my existing customers participate in Sourcewell but often don't realize they do. If my company is awarded a contract with Sourcewell, will I be required to confirm if a customer participates in Sourcewell for every sale I make?

Answer 1:

Refer to Article 1, section 4 of the Master Agreement, "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."

Question 2:

What is the passing score, if any, for being awarded a Sourcewell contract for this RFP?

Answer 2:

Redundant question. Refer to Addendum 9.

End of Addendum

Acknowledgement of this Addendum to RFP 030425, posted to the Sourcewell Procurement Portal on 02/21/2025, is required at the time of proposal submittal.



02/24/2025

Addendum No.12

Solicitation Number: RFP 030425

Solicitation Name: Public Safety Software

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We are responding under Category 2. Our solution is turnkey and includes software and professional services provided by our company. The software must be deployed on a mobile computer and agencies typically require other hardware in their vehicles. We have reselling relationships with manufacturers so that we can sell and support these hardware items. However, agencies are not required to purchase from us. Can you confirm that it is acceptable to only include our software and services in our response, but indicate that they agency will be required to purchase (through their preferred source) hardware for the solution to function as required in the field?

Answer 1:

In the competitive process, Sourcewell will not pre-evaluate a proposer's equipment, product, or services offering, or advise a proposer on the content of the proposal. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B. Requested Equipment, Products or Services. However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.

Question 2:

Our solution requires software licenses and professional services to implement. We offer our customers 2 options to procure the solution: a traditional software license purchase as well as a monthly subscription. The overall price to the customer for a

purchase can be calculated through line item MSRP pricing. However, it is priced in a tiered model that decreases per license fees as license quantities increase. The professional services are specific to each agency based on requirements identified during the sales process. The can also be provided in an MSRP format, by requirement. However, the subscription price is calculated based on all of the above factors specifically for each customer. There is no possible way to list an MSRP for the subscription pricing option. Is it possible to simply state that the subscription pricing is calculated off the discounted MSRP purchase prices and reflects the same discounts of X% provided in the purchase option?

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with its business methods and satisfies the requirements of RFP Section III. Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 3:

1. How many agencies does Sourcewell anticipate using this contract in the first year?

Answer 3:

Refer to Addendum 3, Answer 2.

Per RFP Section II. E. Estimated Master Agreement Value and Usage, the estimated annual value of all transactions from master agreements resulting from this RFP are anticipated to be USD 80 Million.

Question 4:

2. Can Sourcewell clarify onboarding and training expectations for the selected vendor?

Answer 4:

Refer to the RFP, section II. F. MARKETING PLAN, "Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award." Awarded suppliers will work with their Supplier Development Administrator to best market the contract post-award.

Question 5:

3. Are there any requirements for federal compliance (e.g., Homeland Security, FEMA, USGS ShakeAlert integration)?

Answer 5:

Refer to Addendum 3, Answer 2.

ALL requirements have been established in writing in the RFP and Master Agreement. Participating entities may have additional requirements based on specific funding source terms and conditions.

To request a modification to the Master Agreement, a Proposer may complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 in the proposal submission process.

Question 6:

4. What is the preferred pricing model for Sourcewell (fixed subscription, per-user, or per-deployment pricing)?

Answer 6:

Each proposer, in its discretion, will determine and propose the pricing approach that aligns with its business methods and satisfies all the requirements in RFP Section III. Pricing. In the competitive process, Sourcewell will not advise a proposer on the format of its proposal. However, a pricing document with the content selected by the proposer must be uploaded to successfully submit a proposal within the Portal.

Question 7:

5. Will Sourcewell provide marketing and outreach support for awarded vendors?

Answer 7:

Refer to Answer 4.

Question 8:

I had a question about the price list for sourcewell contract submissions. Many

of the examples had just a list of products and % discounts. Was this the expectation, or is there an expectation for a specific price for the product as well?

Answer 8:

Refer to Answer 6.

Question 9:

In the MASTER AGREEMENT #030425, Section 16. ii) DAVIS-BACON ACT... refers to construction, please confirm that this Section does not apply to a SaaS solution.

Answer 9:

Per Master Agreement Article 1, section 16. ii) Davis-Bacon Act, "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."

This section does not encompass software solutions.

End of Addendum

Acknowledgement of this Addendum to RFP 030425, posted to the Sourcewell Procurement Portal on 02/24/2025, is required at the time of proposal submittal.

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Dennis Rowland

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Purchasing Agent & Chief Procurement Officer

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Jenneen Reed/mjw

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Security Level: Email, Account Authentication
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Accepted: 4/10/2026 10:20:01 AM

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Kelli Woodward

Kelli.Woodward@nashville.gov

Security Level: Email, Account Authentication
(None)

Sent: 4/10/2026 10:21:05 AM

Viewed: 4/10/2026 11:35:21 AM

Signed: 4/10/2026 11:35:36 AM

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Accepted: 4/10/2026 11:35:21 AM

ID: ac1d0620-53db-4e36-ba71-d575aa7ea679

Signer Events	Signature	Timestamp
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Procurement Resource Group
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Metropolitan Government of Nashville and Davidson
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(None)
Electronic Record and Signature Disclosure:
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Carbon Copy Events	Status	Timestamp
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Sally Palmer
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(None)
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Accepted: 4/10/2026 10:53:25 AM
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Kelli Woodward
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(None)
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Accepted: 4/10/2026 11:35:21 AM
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Gary Clay
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(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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John Stewart

john.stewart@nashville.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Electronic Record and Signature Disclosure

1. ACCEPTANCE OF TERMS AND CONDITIONS These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. MODIFICATION OF TERMS AND CONDITIONS We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. DEFINITIONS "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>. "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE

During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be exempted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”; (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. CONFIDENTIALITY – "Confidential Information" means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

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