



MASTER AGREEMENT #030425
CATEGORY: Public Safety Software SUPPLIER:
Locality Media Inc.

This Master Agreement (hereinafter referred to as the “Master Agreement” or the “Agreement”) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (“Sourcewell”) and First Due Holdings, Inc., a Delaware corporation, through its wholly-owned subsidiary Locality Media, LLC dba First Due (“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 (the “Program”) to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions (as defined in Article 1, Section 8 of this Agreement) to Participating Entities (as defined in Article 1, Section 3 of this Agreement) 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 (the “Participating Entity(ies)”). 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 approximately four (4) years from the effective date. This Agreement expires at 11:59 P.M. Central Time on July 17, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in Solicitation #030425, Category 3. Comprehensive Solutions, to Participating Entities. In-scope solutions include:
- a) Category 1. Public Safety Response – Agency Situational Awareness, including but not limited to:
- i) Incident command and management (incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.);
 - ii) Mapping (vertical location, indoor, outdoor);
 - iii) Asset tracking and location (personnel, vehicles, controlled substances, equipment, etc.); iv) Community notifications (evacuations, minor crime reporting, shelter in place, etc.);
 - v) One-to-one and one-to-many collaboration and coordination (SMS, push to talk, video, voice, etc.); and
 - vi) Public safety focused data and analysis applications, to include but not limited to video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration.
- b) Category 2. Public Safety Response – Agency Operations, including but not limited to:
- i) Pre-incident planning software, such as:
 - (1) Fire prevention related inspections and enforcement;
 - (2) Operational management (scheduling, training, compliance, etc.); and
 - (3) Data analytics to inform staffing, deployment, station location, budget, and other management decisions.
 - ii) Incident/post-incident software, such as:

- (1) CAD, RMS for law enforcement, fire, and EMS;
- (2) Electronic Patient Care Reporting (ePCR) and data transfer to hospitals;
- (3) Digital and physical evidence management;
- (4) E-citation systems; and
- (5) Law enforcement case management

c) **Category 3. Comprehensive Solutions**

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

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

- 8) **Included Solutions.** Supplier's Proposal (the "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 this Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**
 - i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to 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 Sourcwell 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. § 3141-3148, 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.
- 17. Intellectual Property.** Supplier owns and shall retain all right, title, and interest in and to the service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by Supplier in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by Supplier, Sourcewell shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Sourcewell's use of the Data that the Sourcewell has provided.

Article 2: Sourcewell and Supplier Obligations

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

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

- Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the responsible party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.**
- a) Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, nonexclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article.

Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

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

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

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,000,000 each occurrence Bodily Injury and Property Damage

- \$1,000,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in Article 1 of 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.

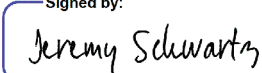
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within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

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- 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

First Due Holdings, Inc., a Delaware corporation, through its wholly-owned subsidiary Locality Media, LLC dba First Due

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 8/14/2025 | 12:40 PM CDT

Signed by:

 CCCADEED06A643A...
 By: _____
 Andreas Huber
 Title: CEO
 Date: 8/14/2025 | 4:21 PM CDT

RFP 030425 - Public Safety Software

Vendor Details

Company Name: Locality Media Inc

Does your company conduct business under any other name? IfFirst Due yes, please state:

Address: 107 7th Street

Garden City, NY 15530

Contact: Ryan Singelyn

Email: ryan.singelyn@firstdue.com

Phone: 858-437-7829

Fax: 858-437-7829

HST#: 81-1388062

Submission Details

Created On: Friday January 17, 2025 11:53:23

Submitted On: Tuesday March 04, 2025 15:09:38

Submitted By: Ryan Singelyn

Email: ryan.singelyn@firstdue.com

Transaction #: 027519b7-6913-466b-9cde-4b4669aeef3

Submitter's IP Address: 147.243.131.114

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.	Locality Media Inc
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes

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).	dba First Due	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	None - We have not had to sign up for a SAM or CAGE code as the federal contracts we have are with our partner agency. However, First Due can sign up for a SAM code if required.	*
5	Provide your NAICS code applicable to Solutions proposed.	541512	
6	Proposer Physical Address:	107 7th Street, Garden City, NY, 11530	*
7	Proposer website address (or addresses):	www.firstdue.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):	Andreas Huber - CEO andreas@firstdue.com (917) 692-2724	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ryan Singelyn - Proposal Manager ryan.singelyn@firstdue.com (858) 437-7829	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Toby Ritt - Vice President of Sales toby@firstdue.com (612) 387-4866 Sam Morton - Chief Sales Officer sam.morton@firstdue.com (303) 521-0052	*

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

Line Item	Question	Response *
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	First Due is the market leader in cloud based software for first responders, fire personnel and public safety agencies. First Due was founded in 2016 after a line-of-duty death in our co-founders community. Our mission is to keep public servants and communities safer and better informed through technology. We have continually grown year over year since our founding in 2016. In this time we have continually re-invested in our business, developing new modules and products every year. Our goal is to meet the needs of statewide agencies, enterprise agencies, and local departments throughout North America. Our focus on developing first responder and fire personnel focused software is the result of the deep functionality within our end-to-end software for Fire, EMS and Police agencies. We now serve over 2,600 agencies throughout North America. As a privately held Company, our Co-Founders and team are committed to continuing the mission of keeping public servants and communities safe by providing market leading software to agencies throughout North America. First Due's platform is highly scalable, flexible and cost-effective. We strongly believe we are best-positioned to serve the needs of Sourcewell's Customers throughout North America.
12	What are your company's expectations in the event of an award?	If awarded, First Due expects to utilize this contract with Fire and Police agencies throughout North America. Our goal is to provide them with the option to purchase our software and services without going to bid. This includes customers in both the United States and Canada. First Due is excited to be able deliver our technology to Sourcewell's Public Safety members. Our expectation is to become a valuable partner who can allow agencies to increase the productivity and simplicity of their end-to-end operations all in one place.

13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Locality Media Inc. (dba First Due) was incorporated in 2016 as a privately-held Delaware corporation and has maintained strong financial health throughout our operations. We have achieved consistent revenue growth year over year since our founding. Our financial stability is demonstrated by: - Sustained Annual Recurring Revenue growth since inception - Diversified customer revenue across multiple sectors - No history of bankruptcy or financial restructuring First Due employs over 200 professionals across the United States and Canada and serves more than 2,600 organizations with our cloud software solutions. Our client base spans from smaller local organizations to Federal government agencies, demonstrating our ability to meet diverse operational and security requirements. We maintain banking relationships with JPMorgan Chase and Wells Fargo and can provide additional financial information upon request, subject to appropriate confidentiality agreements. Included with our response is a letter of good standing from our state of incorporation, Delaware, as well as a banking relationship letter.
14	What is your US market share for the Solutions that you are proposing?	First Due is the market leader in the United States for Fire Records Management Systems and End-to-End Solutions for Fire Departments in the United States. We are growing our presence at the state and federal level, as well as with law enforcement agencies who we provide scheduling solutions to.
15	What is your Canadian market share for the Solutions that you are proposing?	First Due is the Fire Records Management Systems and End-to-End Solutions for Fire Departments in Canada. We are currently working to become the leading provider for the largest enterprise fire departments in Canada, as well as provincial agencies responsible for incident reporting.
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	First Due (Locality Media Inc) has never pursued or completed any bankruptcy proceedings.
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	First Due is best described as a manufacturer and a service provide. We provide software solutions to Public Safety agencies. In particular, Fire Departments, who we provide end-to-end software services to. First Due also provides EMS solutions to statewide agencies, and reporting systems to federal agencies. We have recently expanded into working with law enforcement agencies as well, who we are providing with scheduling and time clock management software. Our sales and service organizations are all internal First Due employees.

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.	First Due recognizes the importance of acquiring and maintain any required licenses, certifications and standards related to our SaaS platform and our customers needs and expectations. In addition to general business licenses and insurance required to operate in each state in the USA, and each province in Canada, we are always working to be compliant with any local/State purchasing requirements. First Due also strictly conforms to specific regulations for NFIRS, NERIS and NEMSIS reporting, this includes monitoring PII, ePHI, and meeting applicable HIPAA compliance requirements. First Due also adheres to all federal and state specific policies related to data. In the event that a customer requires payment processing, we have a partner that is PCI compliant and we adhere to the rules and regulations involved. First Due is SOC 1 and SOC 2 type 2 audited. Our SOC 2 audit is conducted yearly to cover our SaaS platform and the suitability of designs and controls relevant to the controls placed in operation for the system. The audit also tests the operating effectiveness of our system related to security, availability and confidentiality.
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	First Due does not have any current or past debarments or suspensions.
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	First Due has received several industry awards and recognitions over the last several years. Some notable ones are as follows: Inc. 5000 (2022, 2023, 2024) - #92 in Software - #1 in Fire & EMS Software Fast Company Next Big Thing in Tech - 2024 GovTech Top 100 - 2025 G2 #1 Fire Department Software Provider - 2024 Capterra #1 Fire Department Software Provider - 2024
21	What percentage of your sales are to the governmental sector in the past three years?	The majority of First Due's customers are government public safety agencies. We estimate 98% of our business are with these agencies.
22	What percentage of your sales are to the education sector in the past three years?	First Due does not currently have any active contracts with educational agencies. However, we are beginning to explore providing services to University / College Fire and Police departments.
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?	First Due does not hold any specific purchasing agreements, however we do utilize Carahsoft as a reseller with organizations such as NASPO, CDW, SHI, Thundercat and Ironbow. We have utilized these organizations for numerous contracts including with agencies throughout North America, including some of our largest agency contracts. We have experience creating and developing reseller agreements with organizations and look forward to developing a similar partnership with Sourcewell.
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?	First Due does not currently have any active GSA contracts or Standing Offers with the GSA.

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Baton Rouge Fire Department	Clint Sanchez	(225) 505-3834
Raleigh Fire Department	Paul Roberts	(916) 996-6525

New Orleans Fire Department	Dean DiSalvo	(504) 658-4761	*
El Paso Fire Department	Joel Martinez	(915) 910-0408	
Seattle Fire Department	Karen Grove	(206) 886-9379	

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

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

Line Item	Question	Response *	
26	Sales force.	We have a direct sales force of over 30 people across North America. This includes dedicated sales representatives for every state in the United States, as well as every province and territory in Canada. First Due's team is led by our Chief Sales Officer and our Vice President of Sales, as well as market-focused sales directors. This team collectively has hundreds of years of experience providing software solutions to public safety agencies. First Due also has a dedicated solutions consulting team with over 100 combined years of experience providing software solutions to public safety agencies. Many of our solutions consultants are former fire fighters and public safety officials. They utilize their direct experience to help customers navigate their challenges and provide the best possible solution to meet their goals. Collectively these teams are supported by our sales development team, who work with agencies to discover their needs, as well as our marketing and events team. All of these teams work to bring awareness of First Due and our products to agencies throughout North America. This includes attending multiple events each month, holding our own yearly conference Unify, regional town halls, and visiting our customers in person. We are also active on social media and coordinating with local agencies and their social media.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	First Due has several authorized distribution partners that can assist with providing our solution to customers. However, First Due is solely responsible for the development of our platform and it's source code. We are also solely responsible for all aspects of implementation, ongoing support/maintenance and updates/changes to the platform.	*

28	Service force.	First Due has several teams that make up our service force. This includes several teams that are all First Due employees. Implementation, Product Management, Customer Support and Client Success. Our implementation staff consist of implementation managers, specialists, trainers and technical specialists. Our Implementation managers are experts in the public safety industry, with at least 5 years of experience managing similar projects. Our specialist roles all provide expertise in specific modules or technical areas. This includes modules such as occupancy management, hydrants, scheduling, incident reporting and more. Our specialists can also provide technical expertise in areas such as data migration, CAD, and other key integrations. All Implementation teams are supported by First Due's product management team, of which there are product managers for every module we have, as well as specialists that support both implementation and product development goals for each module. Each product manager and specialist is an expert in their specific field. These roles are supported by our platform wide product team, as well as our COO. First Due has a dedicated full-time customer support staff. This staff consists of both support engineers and specialists. Our customer support team are all First Due employees and they are available 24/7 via our email and portal system. This team also provides live call and chat support well as during regular business hours. Lastly, First Due's Client Success team works day in and day out to ensure that customer needs are being met. Every First Due CSM has extensive experience providing customer support to software users. Many of our CSM's are currently parttime fighters or former severs as a firefighter, EMT, or PIO with on-the-job experience working in public safety. Sourcewell customers will always have a dedicated CSM for their agency – someone who knows people at these agencies on a first-name basis, and who know the ins and outs of your agency. Your CSM is your advocate for what is most important to you as First Due continues to develop new features to serve you. Collectively, all of these teams make up almost 50% of our total employees. First Due puts a high level of focus on our ability to meet our customers service needs, as well as create high quality products that our dedicated implementation team can provide to each of our over 2,600 customers. First Due's dedicated service teams have extensive experience designing, deploying and assisting with comprehensive solutions for public safety agencies. They will be well equipped to handle the diverse requirements that Sourcewell's participating entities have.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	First Due's team will always be involved with the ordering process. Our distribution partners will be able to bring customers to First Due. We will work these customers to understand their needs and provide them with the best product fit(s), ensuring that the best modules and options are provided to partner's, and our, customers.	*
30	Describe your product implementation strategy. If utilizing installation partners, describe and define their role in the strategy.	First Due has extensive experience providing Implementation services. All 2,600+ of our clients have all had their First Due products implemented by our dedicated Implementation team. We do not utilize partners for any part of the Implementation process. First Due's implementation approach is framed around the client. We start with extensive discovery to identify needs, requirements, concerns, and deadlines. This helps us to then mold our Implementation Plan to best accommodate and deliver their needs. This starts with a clear communication structure to support the process. - Weekly status meetings with the core project team - Bi-weekly steering committee updates to maintain executive visibility - Monthly executive briefings to ensure leadership alignment - Dedicated project portal for centralized documentation and updates - Issue and risk tracking system for proactive problem management We utilize a phased implementation approach. Each part of this implementation covers specific requirements, deliver enables and objectives. 1. Discovery & Planning Objective: Establish comprehensive understanding of organizational needs and requirements. First Due accomplishes this by providing tailored discovery questionnaires for all modules, conducting formal kick off-calls and subsequent discovery calls, scheduling planning sessions for various tasks including integration, data migration, etc... as well as creating a baseline project schedule.	

2. Configuration Objective: Set up the First Due platform First Due accomplishes this by configuration sessions (1-2 per module), settings and configuring integration	according to organizational requirements. completing module-specific preparation work, setting up and managing documenting configuration decisions, establishing initial system parameters and points with existing systems
3. Optimization Objective: Refine and enhance the First Due accomplishes this by module, setting up and managing completing the formal module sign-off	initial configuration based on testing and feedback. conducting testing, based on our documented testing procedures, for each optimization sessions (1-2 per module), finalizing module configurations and process with the customer.
4. Data Migration Objective: Transfer relevant data from project. First Due accomplishes this by, Due guidance (we have documented data mapping processes, review and migration plan. Data migration is	legacy systems to First Due. PLEASE NOTE: Migration may occur throughout the conducting data migration planning sessions, extracting legacy data based on First practices in place for all major legacy systems and CAD providers), assist with approve test data loads, and continuously reviewing and meeting the created data completed once the customer signs off.
5. Training Objective: Ensure all users are First Due accomplishes this by working Training Manager, coordinate sessions (webinar and/or onsite), the trainer, super user training and end once they have completed initial on-demand videos and our knowledge	proficient with the First Due platform. with the customer to develop a comprehensive training plan with their First Due administrator training during configuration/optimization, schedule formal training Implement one of First Due's specific approach for organizational scalability (train user training). We also leverage supplemental training resources for customers training. This includes First Due's weekly online training academy sessions, our base.
6. Go-Live Objective: Successfully transition to Go-Live is conducted during the last final system acceptance testing, conduct postimplementation support (2-4 weeks)	operational use of First Due. stages of Implementation. This includes several requirements such as, complete go-live planning meeting, execute final data migration, implement go-live, provide and conduct regular post-go-live check-in meetings.
7. Transition to Customer Objective: Ensure long-term success First Due accomplishes this by support protocols and procedures, improvement plan This implementation strategy provides a By following this phased approach with platform while minimizing disruption to	Success and support after implementation. conducting formal transition meeting to your Client Success Manager, establishing documenting lessons learned and best practices and develop continuous structured framework for successfully deploying First Due across the organization. clear deliverables and milestones, we will ensure a smooth transition to the new operations.

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.	First Due currently employs a team of over 20 support engineers and specialists that are experts in First Due's products and technical areas. Our team is in the same time zone as our customers, ensuring they can provide quick and timely support to you and your agency. Our team can provide guidance, troubleshoot technical issues, and help facilitate enhancement requests. You can engage Support in a few different ways. However, the specifically mentioned phone support is available Monday – Friday 9AM – 6PM CST. First Due can also provide support directly through Microsoft Teams for screen sharing and chatting. We aim to respond to customers as quickly as possible, ensuring that the typical hold time for an initial support call is low. The process once a support request or ticket is received, is that First Due triages items based on the urgency of the ticket and its requirements. Items are marked as Mission Critical, Critical and Non-Critical. Mission Critical items are viewed as issues that impact our client's ability to respond to an emergency and are system critical. Response to these issues is swift, with support responding within 60 minutes time and providing updates every 4 hours. Resolutions are provided within 24 hours time. Critical items, where the software is not down but aspects of the software are not operating as normal, are acknowledged within 1-2 hours of receipt and updated or resolved within 48 hours. Non-critical problems are typically lower-level user issues such as Password resets, and other account-based questions. These are typically responded to within 4-5 hours and resolved within 2-3 days. These requirements for response-time and how items are identified are covered in the SLA we sign with all customers. Our goal is to make sure this system is clear to all of our clients and they can easily reference the language in their contract at any time.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	First Due's cloud-based platform can be provided to any public safety agencies in the United States that wish to utilize it. Our system is designed to be scalable and configurable, ensuring that agencies across the United States with various requirements, integrations and stakeholders can have their needs met. We are a software provider who is almost exclusively focused on providing solutions to public safety agencies, and in particular Fire and Law enforcement agencies. We have extensive experience meeting various local, state and federal requirements. Our team monitors changes to systems and requirements relative to our customers. We are consistently planning ahead with our product management and development teams to ensure we adjust to and meet these changes.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	First Due's cloud-based platform can be provided to any public safety agencies in Canada that wish to utilize it. Our system is designed to be scalable and configurable, ensuring that agencies across Canada with various requirements, integrations and stakeholders can have their needs met. We are a software provider who is almost exclusively focused on providing solutions to public safety agencies, and in particular Fire and Law enforcement agencies. We have extensive experience meeting various local, provincial/territorial and federal requirements. Our team monitors changes to systems and requirements relative to our customers. We are consistently planning ahead with our product management and development teams to ensure we adjust to and meet these changes.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None	*
35	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	First Due can serve all public safety agencies whose needs are met by the scope of this RFP.	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no additional requirements or restrictions that would apply to participating entities in Hawaii or Alaska, as well as US territories. First Due has customers in both states, and is happy to provide services to Fire and Police Departments in US territories.	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	First Due can extend terms of award to nonprofit entities where applicable.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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38	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	First Due has put together a comprehensive strategy we wish to employ with Sourcewell. We have included a sample of our marketing materials in the "Documents" section of this RFP. Targeted Content Creation - Develop and publish tailored marketing assets—such as buyer's guides, solution guides, and marketing videos—that emphasize the unique value proposition of the First Due + Sourcewell partnership. - Highlight both the benefits of First Due's technology and the procurement advantages offered by Sourcewell. Engaging Webinars - Host specialized webinars aimed at prospects and existing customers who recognize both First Due and Sourcewell. - Use these sessions to demonstrate solution capabilities, discuss real-world use cases, and underscore how Sourcewell simplifies the purchasing process. Integrated Marketing Channels - Leverage First Due's established marketing channels (e.g., email campaigns, sales development outreach, and social media) to promote the partnership. - Coordinate messaging across channels to maintain consistency and strengthen overall brand awareness. Cross-Functional Sales Enablement - Collaborate closely with Sales and Sales Enablement teams to develop a comprehensive set of support materials. - Provide sales teams with consistent, on-brand documentation—such as pitch decks, fact sheets, and FAQs—emphasizing how the Sourcewell partnership streamlines procurement and delivers added value to customers.	*
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	First Due actively leverages the use of technology and digital data to review our sales and marketing processes. Below are several examples of how we accomplish this. Advanced Direct Targeting - Utilize website-based tracking to engage high-value prospects. - Employ programmatic advertising and social media for precise audience targeting. Data-Driven Outreach - Leverage both internal and external data sources to identify and prioritize key accounts. - Continuously monitor engagement activity to refine targeting strategies. AI-Powered Email Marketing - Implement AI-driven email drip campaigns for increased accuracy and effectiveness. - Optimize messaging for higher engagement, improved reach, and better conversion rates. Integrated Marketing & Sales Enablement - Align targeted marketing efforts with sales initiatives. - Equip field personnel with data-driven insights to enhance impact and positioning. Strategic Positioning of First Due & Sourcewell - Ensures cohesive messaging across all digital channels. - Strengthens brand presence and procurement accessibility through Sourcewell. "	*
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?	First Due will work with Sourcewell to create educational and marketing materials that cover both the First Due solution and how Sourcewell will work together with First Due to serve its customers. This includes physical and digital mediums that will be utilized and included in our sales process. First Due hopes to also make announcement(s) to Sourcewell's participating entities to let them know of the contract award to First Due and the scope of which we can meet the requirements of this RFP.	*

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.	First Due does not offer an e-procurement ordering process (like an online purchasing portal). First Due works with customers to review their scope of work requirements. This process is done via our sales and service force who consult with customers to ensure their requirements are met. The goal of these conversations is to account for all variables their software may need to meet, as well as configuration requirements, existing systems review, data conversion and more. Our internal processes for developing quotes and managing contracts are electronically done.	*
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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.	All First Due customers, including Sourcewell's participating entities, receive training as part of their Implementation process. All training is conducted by First Due's dedicated Training team. Our training team is made up entirely of former public safety and fire department employees. Some of them are still working part time at their local agencies. First Due believes training is essential to a successful rollout. We offer wide ranging training content through both online and onsite sessions. Training programs are developed to cater to a departments size, needs and the modules they have purchased. The goal of all First Due training is to ensure we can provide the best experience and model for your agency. This includes our train-the trainer model, which provides a high level of training and knowledge transfer to key personnel within our customer agencies. Once training has completed, these key administrators and trainers will be equipped to continue providing training internally to support their teams. We can also offer super user programs or direct agency-wide end user training programs. These are generally conducted onsite. First Due's online training is provided over the course of one day, broken into various increments (such as 4 hour or 8 hour training) depending on the agencies needs. Onsite training is provided over 2, 3 or 5 day increments, again based on the agencies needs. Additionally, all First Due training sessions are recorded and provided post training. Once initial training is completed, First Due offers continuous training opportunities through the First Due Academy. This academy was designed to provide users with regularly scheduled webinars and training every week. We can also set up additional agency specific training sessions upon request.	*
43	Describe any technological advances that your proposed solutions offer.	First Due is continually iterating and improving our software, with the goal of continuously improving and upgrading our modules and features. One of the many ways First Due stands out from the current competitive landscape is the use of advanced analytics and reporting tools. We have some of the most advanced internal reporting tools available on the market, as well as a wide range of features coming this year. This includes our newly launched advanced analytics module. This module provides realtime, interactive dashboards and deep data insights, all seamlessly embedded into the First Due platform. Our goal is to ensure that agencies can create all the dashboards and reporting they need in one place without needing to interface with additional third-party systems. First Due has also begun to leverage the use of AI with several of our modules. You can currently find these features integrated with our Incident Reporting modules. This allows customers to speak hands-free to their device and have the AI take notes and compile them into key aspects of a report. The user can review those items and edit them as needed. We are also going to be rolling out additional AI features this year, including AI scheduling assistance, as well as AI suggested tasks for asset management. First Due's system also offers extensive automation features across all parts of our platform. Our goal is to ensure that key areas of pre-planning, scheduling and more can be done quickly and simply at the push of a button. Lastly, First Due has been a leader in the transition for Fire Agencies moving from the NFIRS reporting standard, to the new NERIS reporting standard. Many software companies are not promising to meet this transition and have opted to leave the incident reporting space. First Due will work with all agencies who are moving from NFIRS to NERIS and support this transition.	*

44	Demonstrate your solution's capabilities in data privacy, integrity, storage and protection standards, and the adherence of your products and services to applicable cybersecurity and industry standards, such as but not limited to the requirements of the Criminal Justice Information Services (CJIS), the Health Insurance Portability and Accountability Act (HIPAA), etc.	First Due is a system designed to meet the needs of public safety agencies throughout North America. Our architecture and security team have built our multi-tenant, cloud-based platform to meet local, state and federal agency requirements from our customers. All customer data in First Due is segregated at the database level via client codes. Clients are only able to access data owned by their own client code. Customers can customize and configure their individual account without impacting updates and versions. All encryption keys are stored and managed by First Due, and all data within First-Due, both in-transit (TLS 1.2) and At-Rest (AES-256), is encrypted. First Due's cloud system and security has been designed to meet our SOC 2 audit requirements. This includes using a wide range of tools to monitor our software system and partnering with AWS to use tools within their own system. This covers intrusion tools, antivirus and firewall, vulnerability scanning, as well as AWS virtual and physical tools to protect against attack. All data is encrypted and secured over HTTPS, as well as protected via our virtual private AWS cloud and its accompanying gateways to ensure that only deliberately allowed traffic can pass through. First Due can meet and comply with HIPAA requirements for our ePCR and EMS based tools, as well as NFIRS and soon to be NERIS reporting requirements for Incident Reporting. We also have extensive experience meeting Inspection requirements for local and state agencies.	*
45	Describe your data backup and recovery solutions.	First Due utilizes industry-leading database replication, redundancy, and disaster recovery tools to ensure industry-standard availability for our customers. This includes multiple AWS sites, with primary and backup locations. These sites include East-1 (Virginia) and East-2 (Ohio). All data is backed up via binary database backup daily (going back 1 year), as well as having real-time redundancy back up/restore capability going back to 1 week using barman. Data Backup - Automated backups of PostgreSQL databases using Barman. - Barman will perform regular scheduled backups of PostgreSQL databases, storing them securely in designated backup storage. Provides Point in Time Recovery for up to one week. Backup Storage - Backups stored within Barman on encrypted volumes. - Encrypted Backups stored in secured S3 storage across multiple regions. Restore Procedures - Barman Restore: In case of data loss or corruption, initiate the restore process from Barman backups. - Barman provides point-in-time recovery capabilities, allowing restoration to a specific transaction or time. - Detailed documentation and scripts outlining the steps to restore databases from Barman backups. - Binary Backup Recovery: Allows recovery in the event of Barman Service lost recovering Binary Backup. PostgreSQL Replication: - Utilize PostgreSQL streaming replication for real-time data redundancy and failover capabilities. - Configure PostgreSQL primary and standby instances across different AWS availability zones for high availability. Our maximum acceptable downtime is 24 hours, and our maximum acceptable data loss is also 24 hours, making up our RTO and RPO requirements. First Due's Disaster Recovery procedures are tested regularly, and reviewed during our SOC 2 audit to ensure compliance with our stated procedures.	
46	Demonstrate your connectivity, interoperability and integration capabilities between your offered solution(s) and other software systems.	First Due is a modern cloud-based software-as-a-service system built on a modern architecture and software. Our software conforms to best practice industry standards regarding development, quality control, data quality, performance monitoring, compliance and security and overall continuous improvement. First Due has configured and published API's (via REST) to provide integrations with a wide range of software. We can support connection via XML, JSON or CSV via sFTP. We have also built out of the box connectors to a wide range of cloud and on-premise based applications. All data is stored on our AWS servers and managed by our dedicated architecture and security teams. Our system has been designed to scale up to meet customer demand, and scale down during non peak hours.	

47	Describe any "green" initiatives that relate to your company or to your solutions, and include a list of the certifying agency for each.	As a remote-first company, we do not have any specific "green" initiatives. However, First Due encourages minimizing waste from users home offices and has policies in place to encourage this. We also only have one dedicated office space. Employees do not travel to office spaces, and only travel to see clients or attend events.
48	Identify any third-party issued ecolabels, 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.	As a software-as-a-service company, we do not have any third-party issued ecolabels, ratings or certifications. We utilize AWS for our cloud-hosting services, and they have several sustainability initiatives in place for their cloud services.
49	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	First Due stands apart from several of our competitors in various ways: Modern Cloud-Native Architecture • True cloud-native platform built from the ground up, not a legacy system retrofitted for the cloud • Continuous deployment enabling rapid feature updates and enhancements • Superior performance and reliability compared to older client-server architectures Superior User Experience, Design for and by Public Safety Members • Industry-leading mobile-first interface designed for field operations • Intuitive design requiring minimal training • Single unified platform versus multiple disconnected modules • Modern, consumer-grade user interface matching the experience of popular consumer apps • Full training programs offered during Implementation, with extensive support offered after via the First Due Training Academy and our Knowledge Base. Advanced Data Analytics • Real-time data processing and analytics • Built-in reporting and dashboard tools, including some of the most advanced native solutions on the market via our new Advanced Analytics module. • Ability to export all data from the system to be used in other systems. Progressive Innovation • One of the fastest growing public safety companies in North America • Regular platform updates based on user feedback • Early adoption of emerging technologies and standards • Utilization of AI tools and technologies to provide our clients with more tools and abilities at their disposal. Implementation Excellence • Proven track record of successful deployments (over 2,500 customers) • Dedicated implementation team with public safety experience • Structured data migration methodology • Comprehensive change management support

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☐ Yes ☒ No	While First Due itself does not have any WMBE or SBE or Veteran owned certifications, we are happy to work with agencies to meet their goals for these requirements. This includes partnering with companies to meet specific goals a city or county may have regarding participation of WMBE/SBE/Veteran companies in a project.
51		Minority Business Enterprise (MBE)	☐ Yes ☒ No	N/A
52		Women Business Enterprise (WBE)	☐ Yes ☒ No	N/A

53		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	N/A	*
54		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	N/A	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	N/A	*
56		Small Business Enterprise (SBE)	☐ Yes ☒ No	N/A	*
57		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	N/A	*
58		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	N/A	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	First Due's standard payments terms are NET 30 days. Our accepted payment is electronic ACH via our bank or physical check.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	First Due provides a yearly subscription for its software-as-a-service. We have experience breaking up yearly payments based on requirements our agencies may have related to funding, or how their project is phased from an implementation standpoint. We are always happy to work with our customers to ensure a mutually agreeable financial option can be met.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	First Due provides all customers with our standard SSA agreement. This includes our SLA, terms and conditions and other relevant contractual language. A sample has been included with our response.	*
62	Explain your licensing process and the service agreements required of end users.	First Due's software allows for an unlimited number of users (licenses) per agency. These users are all concurrent and can be formatted into an unlimited number of user groups. All service agreements are tied directly to First Due's SSA, which includes the unlimited concurrent users. Please refer to First Due's sample SSA.	*
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?	At this time, First Due does not accept p-card procurement and payment 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.	First Due has provided a pricing discount of 5% for all software products (modules) and services related to this RFP in the attached spreadsheet. These discounts are product category specific. In the provided sheet, the Product or Service names are shown for each related product and service. First Due determines pricing on an agency by agency basis. Our price is based upon several factors including the population an agency serves, the number of calls they respond to and the requirements they have for their modules. A Statement of Work (SOW) must be developed with each potential customer to determine the exact scoping for each product required. Once the pricing is determined, all Sourcwell agencies will receive a 5% discount on each of the listed products and services in our price sheet. Pricing may also be subdivided into the desired payment schedule such as monthly, quarterly, or biannual if requested by the customer. First Due has also provided our ""Solution Guide"" for further information on each product and service. This includes screenshots and descriptions of each product.	*

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.	First Due has included a 5% discount off of its product category pricing for all products and services requested in this RFP. As a software-as-a-service whose products are regularly evolving, additional modules and features may be added beyond what has been listed. First Due is happy to introduce those products to Sourcewell Entities as they become available in the marketplace. The provided discount First Due has included with this RFP only applies to net new sales with First Due. All existing contracts or upsell opportunities will be subject to individually assessing pricing per agency based on their needs and requirements.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity or volume discounts may be applied to specific SOW's based on the full scope of an agency's requirements. First Due is always happy to review this for each individual SOW and engagement.	*
67	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	First Due has extensive experience integrating products and services with our software. We have a list of products we have regular integrations with, several of which have been identified as part of this RFP and discounts for those services have been included in our pricing sheet. First Due is always happy to work with our customers to scope and implement integrations with other "sourced" products or related services. These items are reviewed and priced on a case by case basis and quotes can be made available on request.	*
68	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	First Due has included all related products, implementation services and named integrations with our price sheet. We do not have additional charges associated with things such as freight, shipping, inspection, etc... Implementation and training services are quoted on an agency by agency basis based on the size of the agency and the required scope of these services.	*
69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight and shipping are not additional costs to participating entities. We provide a software-as-a-service that is cloud based, therefore nothing is physically shipped or delivered to a customer.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight and shipping are not additional costs to participating entities. We provide a software-as-a-service that is cloud based, therefore nothing is physically shipped or delivered to a customer.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As a cloud-based solution, distribution is performed entirely via remote / cloud services, and implementation is conducted virtually. Our team can coordinate on-site visits for implementation and services if a client requests it. This generally includes a kick-off call, as well as updates throughout the project.	*
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.	First Due regularly audits our pricing and fees and how they are applied. We will verify compliance with our contract with Sourcewell and its entities quarterly. We maintain an active contract review process that documents all steps of the contract, as well as the contracting vehicle and all associated fees pertaining to the contract. This includes administrative fees, discounts, modules, integrations, implementation services and training services.	*
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.	First Due tracks a wide range of internal data metrics for agreements we hold with customers. These metrics are tracked and monitored by our Sales Operations and Sales Executive team. This includes measuring revenue and pricing metrics such as margins and quantities. We also track how many orders are placed per month, the source of these orders, as well as the success we are having in specific markets and territories. This includes tracking this SKU's and related pricing associated with this RFP. On the back end, First Due also tracks contract performance metrics. These include SLA metrics, retention rate, upsells, implementation timelines and more. All of these metrics can be tracked in relation to opportunities that are provided through Sourcewell.	*

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.	First Due proposes a 2% administrative fee.	*
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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.	First Due looks forward to working with Sourcewell and it's agencies to provide our products and services throughout North America.	*

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

Line Item	Question	Response *	
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	First Due is the market leader in cloud based software for first responders, fire personnel and public safety agencies. We offer one of the most comprehensive endto-end solutions for fire and public agencies in the country. This includes: • Occupancy Management and Pre-Incident Planning - Collect data and create comprehensive pre-plans in the field and create pre-plans on every structure by interfacing with data sources such as the assessor's office and the building department. • Responder – This application is tied to dispatch, so crews can access critical information at the time of response, as well as be notified an-route to the call. This solution is all available via the web, as well as iOS, and Android applications. • Hydrant Management - Allows users to view hydrants on pre-plan and responder maps, including hydrant lists, hydrant types, hydrant uploads, hydrant set up and ArcGIS hydrant layers. Our advanced system also includes expanded data management, service, mapping, inspections and hydrant flow test tools. • Command - Allows agencies to have comprehensive incident command tools at their disposal with a digital command board, drag and drop task assignment, customizable checklists, live map annotation and automated logging. • Inspections - Designed to provide a wide range of functionality for field inspections, virtual inspections, scheduling systems, pre-incident planning, and violation management tools. • Permitting - Gives agencies the ability to provide and manage a wide range of permits including, but not limited to burn permits, fireworks permits and more. This system provides permit management, customizable permit type creation, the ability to plan reviews, and manage permit fees. • Invoicing - Designed to be highly configurable, and easy to use, allowing for bulk invoicing, online payments, and extensive reporting. • Payments - This unique module works in conjunction with our other Fire Prevention modules and is designed to integrate with our invoicing system. It allows for seamless payment processing, as well as sending invoices to customers. Payments can be completed entirely online. • Incident Reporting – Includes NFIRS 5.0 incident reporting documentation and	

		state and federal compliance requirements with automated submission. Our module also includes built-in validations, an intuitive workflow and extensive reporting features. This module includes a smooth transition to NERIS. • NFIRS EMS+ - This covers a wide range of medical response requirements, from scanning drivers licenses, to documenting medications, collecting signatures and more. • ePCR - Allows for patient incident documentation that will meet state compliance requirements, as well as provide automated submissions. • Scheduling - Allows agencies to easily schedule personnel with simple drag & drop functionality and automation for the most simple or complex shifts, rotations and union rules. Users have both individual and agency wide tools including vacation bidding, shift trades, and time off requests and vacancy fills. • Daily Roster – Allows agencies to manage daily the shift board with drag and drop functionality, pre-defined assignments and rotations. • Basic Training Records – Allows users to be assigned training, record completions, view training logs and manage certifications. • Advanced Training Records – In addition to all of the features our Basic Training module offers, this module also allows users to upload SCORM files to deliver online training to end users. First Due also has several training partners who can provide LMS content directly to your uses, which will be managed through our system. • Asset and Inventory – Includes real-time insight and statistics into apparatus & equipment health, usage, and compliance. This includes truck checks, PPE, SCBA's, radio's, consumables and more, including warehouse management as well. • Events and Activities – Provides users with the tools to align planned training, community events and station activities, as well as view a master global calendar. • A one of a kind interactive ""Community Connect"" platform. This allows your residents and business owners to share critical life safety information on the occupants of their homes & businesses. • Medications and Narcotics – Allows users to track all medications including DEA Scheduled medications and substances. This covers life cycle, expiration dates, lot numbers, serial numbers and other key data and compliance metrics such as signatures and authentication. • Advanced Analytics - This module provides advanced tools and information similar to major third party analytics tools. It is designed to provide real-time, interactive dashboards and deep data insights that are seamlessly embedded into the First Due platform. Our system is built using a powerful analytics engine, enabling customers to visualize trends, optimize resource allocation and enhance operational decision making. • Out-of-the-Box Integrations - First Due has extensive experience providing integrations to all of the major CAD providers. We also have out-of-the-box integrations to payroll providers, ePCR tools such as kno2 and HDE. We have experience integrating with third party tools such as schedulers, training tools and various fire based systems such as tablet command, brycer, first arriving, fire recovery and julota. First Due can also support SSO integration with several major technologies. • GIS Partnership - First Due has a partnership with ESRI to support our customers GIS needs. This has allowed us to ensure that all the data our customers collect can be automatically shared with GIS and vice versa. Our system can connect to any ArcGIS software you currently use. Our system is designed to implement this data/base map layer into our own. First Due strongly believes we can offer Sourcewell agencies the best end-to-end fire, EMS and first responder platform available in the marketplace today.	*
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Incident Command & Management - Incident tracking response and reporting for fire and ems teams Mapping - Guidance and mapping software as well as GIS support via our partnership with ESRI. Asset tracking and location - Personnel, vehicles, controlled substances, equipment, can also manage maintenance Community Notification - Notifications through community engagement portal Pre-Incident Planning Software - Fire prevention related inspections and enforcement, Operational management (includes Scheduling, Personnel Management, Training management, Data analytics to inform all aspects of our platform. Incident/post-incident software - NFIRS Incident Response & RMS software, Electronic Patient Care Reporting (ePCR) and data transfer to hospitals	*

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

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

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

Line Item	Category or Type	Subcategory	Offered *	Comments	
78	Incident command and management	Incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.	☒ Yes ☐ No	Information provided in table 7D - Category 3.	*
79	Mapping	Vertical location, indoor, outdoor	☒ Yes ☐ No	Information provided in table 7D - Category 3.	*
80	Asset tracking and location	Personnel, vehicles, controlled substances, equipment, etc.	☒ Yes ☐ No	Information provided in table 7D - Category 3.	*
81	Community notifications	Evacuations, minor crime reporting, shelter in place, etc.	☒ Yes ☐ No	Information provided in table 7D - Category 3.	*
82	One-to-one and one-to-many collaboration and coordination	SMS, push to talk, video, voice, etc.	☐ Yes ☒ No	First Due does not offer this solution.	*
83	Public safety focused data and analysis applications	Video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration	☐ Yes ☒ No	First Due does not offer this solution.	*

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

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

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

Line Item	Category or Type	Subcategory	Offered *	Comments	
84	Pre-incident planning software	Fire prevention related inspections and enforcement	☒ Yes ☐ No	Information provided in table 7D - Category 3.	*
85		Operational management (scheduling, training, compliance, etc.)	☒ Yes ☐ No	Information provided in table 7D - Category 3.	*
86		Data analytics to inform staffing, deployment, station location, budget, and other management decisions.	☒ Yes ☐ No	Information provided in table 7D - Category 3.	*
87	Incident/post-incident software	CAD, RMS for law enforcement, fire, and EMS	☒ Yes ☐ No	Information provided in table 7D - Category 3.	*
88		Electronic Patient Care Reporting (ePCR) and data transfer to hospitals	☒ Yes ☐ No	Information provided in table 7D - Category 3.	*

89		Digital and physical evidence management	☒ Yes ☐ No	First Due does not offer this solution.	*
90		E-citation systems	☒ Yes ☐ No	First Due does not offer this solution.	*
91		Law enforcement case management	☒ Yes ☐ No	First Due does not offer this solution.	*

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

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

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

Line Item	Category or Type	Subcategory	Offered *	Comments	
92	Category 1 - Public Safety Response Agency Situational Awareness		☒ Yes ☐ No	First Due is happy to provide several modules and services related to Category 1. Please see each below and the modules and services we are providing to meet these requirements.	*

93	Incident command and management	Incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.	Yes No	First Due has several products that can assist Fire and EMS agencies with Incident Command and management, they include: Responder: This module is designed to provide clear and safe incident management response information in one place. This includes providing notifications for dispatch, incident routing, location tracking, chat services and the ability to collaborate in real-time with mutual aid partners. The module integrates directly with our Pre-Planning and Command modules to provide extended functionality during walkthroughs, inspections and more. Command: This module is designed to provide the ability for agencies to take command via the incident dashboard and assignment board. The module integrates directly with PrePlanning, Responder and CAD to provide all key relevant data during an incident in one place. This includes a command board with tasks/assignments, color coded timers, drag and drop tasks and accountability reminders. Basic Training: This module allows users to track the training and experience individuals have, ensuring that during key incidents and command related activities, the correct users can be assigned based on their experience, training and more.
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94	Mapping	Vertical location, indoor, outdoor	☒ Yes ☐ No	First Due can provide mapping services both directly through our platform and our Responder app, as well as through our integrated ESRI GIS services. Our responder module is designed to not only tie directly into the agencies CAD system, so that upon dispatch you can see a map with hydrants, preplanned hazards, occupant data, contact info, etc... but it ties into ESRI mapping to show multiple layers such as hydrants, water supply lines and other key GIS layers that fire departments key track of.
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95	Asset tracking and location	Personnel, vehicles, controlled substances, equipment, etc.	Yes No	First Due has a comprehensive portfolio of modules that can provide asset tracking and location services. This includes our Asset & Inventory module, Medications module, Personnel module and Responder module. Asset & Inventory: This module is designed as an end-to-end logistics module for fire departments. This includes real-time insight and statistics into apparatus & equipment health, usage, and compliance. Examples of use include includes truck checks, PPE management, SCBA's, radio's, consumables management and more. The module also provides warehouse management capabilities to track and manage fire house and station apparatus and equipment. The module also provides extensive dashboard capabilities, allow for snapshots of individuals required checks, station chores, tasks, restocks, work orders and user assignments. The module can integrate with barcode or qr scanning systems utilized via smartphone. Tablets, allowing users to directly scan barcodes on equipment when performing checks and reviews. Medication Tracking: This module is designed to track DEA, State Board of Pharmacy and FDA complaint medications. This also includes noncontrolled medications and Schedule II medications. The system can provide overall supply room/vault management capabilities including transfers, counts and stock management. Medication usage, waste and application can all be tracked and tied to asset or ePCR records. The system is designed to provide for multiple signature management & secure PIN management. Personnel Management: This module is designed to manage personnel records of all users in the system. Each user has a designed and singular file cover demographics,
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				certifications, disciplinary records, awards, pay rates	
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				and leave balances. This module also integrates with the training and equipment modules to track when users have training added or upgraded, as well as when equipment is assigned or attached to a user. Responder: In addition to the previously mentioned functionality this module provides, apparatus location and information can be tracked and tied into this module.	
96	Community notifications	Evacuations, minor crime reporting, shelter in place, etc.	☒ Yes ☐ No	First Due has a community engagement module that can provide community notifications. Users are able to engage with their local department so that homeowners and business owners can provide critical information. Users can opt into notifications so that if alarms are triggered based on incidents in their area they can be notified and made aware.	*
97	One-to-one and one-to-many collaboration and coordination	SMS, push to talk, video, voice, etc.	☐ Yes ☒ No	First Due does not offer this solution.	*
98	Public safety focused data and analysis applications	Video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration	☐ Yes ☒ No	First Due does not offer this solution.	*
99	Category 2 - Public Safety Response Agency Operations		☒ Yes ☐ No	First Due is happy to provide several modules and services related to Category 2. Please see each below and the modules and services we are providing to meet these requirements.	*

100	Pre-incident planning software	Fire prevention related inspections and enforcement	☒ Yes ☐ No	First Due is a market leader in Pre-Incident Planning software, including our best of breed Occupancy Management and Pre-Planning module, Inspections module, Permitting module, Invoicing module and Payments module. Pre-Incident Planning: This module allows users to collect data and create comprehensive pre-plans in the field and create preplans on every structure by interfacing with data sources such as the assessor's office and the building department. This module ties into your agency's CAD so that upon dispatch you can see a map with key information such as hydrants, hazards,
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			occupancy data, contact info and more. Users can drag and drop pre-planning information during walkthroughs or inspections, such as hydrants, FDC connections, hazardous materials and entry points. Photos, attachments, occupant contacts and key holder information all flows from other key modules in First Due straight to Pre-Plans. Inspections Module: This module is designed to allow for inspections cover IFC, NFPA and state based fire cords. Inspectors can schedule inspections or conduct them on-the-fly. Reinspections can be set up based on various requirements. Codes can be managed based on local ordinances, custom texts and codes. Inspections can also be done via video conference to handle minor re-checks. Permitting: This module allows for operational, renewable and conditional permits. These all come with sperate workflows, statuses and attachments. This includes burn permits, hazmat storage permits and more. Invoicing: This modules allows for invoices to be automatically generated based on when permits are approved, or inspections and additional services are required. Payments: First Due as an integration with a widely used third-party payment platform, Stripe. This module will allow users to directly process payments through First Due rather than use outside costly third-party systems.	*
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101		Operational management (scheduling, training, compliance, etc.)	☒ Yes ☐ No	First Due has an extensive suite of operational management software for Fire, EMS and Law enforcement agencies. We recently launched our law enforcement scheduling system, which is tailored made to meet the wide range of demands these agencies face. This suite of modules includes our Scheduling, Time Clock, Daily Roster, Training, and Personnel Modules.
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			Scheduling: First Due offers one of the most robust public safety specific scheduling systems in the market today. We provide a wide range of features and tools, including our soon to launch AI assistance tools and automation features. Our module is designed to manage shift boards, time off requests, shift trades, overtime requirements and mandatory fills. We have extensive experience meeting collective bargaining requirements and union rules. Our vacation system can support bidding and specific workflows for how to allot time or requirements, as well as track picks and choices in real-time. You can also directly message users via phone, text, email or push notification via the First Due app regarding scheduling information, changes, approvals, denials and more. Daily Roster: First Due designed the Daily Roster module to provide agencies who need a streamlined and straightforward roster management system with exactly that. Users can manage their shift boards, pre-defined assignments and rotations all through their web or mobile devices. Time Clock: This module is designed to integrate with your scheduling module to provide enhanced functionality, particularly for agencies with specific clock in or out requirements. We utilize biometrics for time entry (or PIN usage), as well as tracking employees time on or off the job. Training: This module allows users to track the training and experience individuals have, ensuring that during key incidents and command related activates, the correct users can be assigned based on their experience, training and more. Personnel: This module is designed to manage personnel records of all users in the system. Each	*
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				user has a designed and singular file cover demographics, certifications, disciplinary records, awards, pay rates and leave balances. This module also integrates with the training and equipment modules to track when users have training added or upgraded, as well as when equipment is assigned or attached to a user.	
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102		Data analytics to inform staffing, deployment, station location, budget, and other management decisions.	☒ Yes ☐ No	First Due has integrated data analytics tools within every module. All data within the system can be used in reports. This includes standard report templates as well as our industry leading ad-hoc report builder. First Due has also recently launched our Advanced Analytics module. This provides extensive dashboard and content creation comparable to tools such as PowerBI and Tableau. This reporting is available natively within the system. First Due can also support Multi-Agency Reporting with account switching features, and exports via ODBC to share data with outside sources. Reporting: All First Due modules come with native reporting capabilities. This includes providing over 100 canned templated reports, as well as an industry leading ad-hoc reporting tool. All data within First Due can be utilized in reports, and can support pivot tables, math functions and more. Reports can be sent immediately after completion, or scheduled to send via email or sFTP output. Several dashboards and features can be accessed showcasing key statistics and metrics in homepages within the system. Advanced Analytics: This module provides advanced tools and information similar to major third party analytics tools. It is designed to provide realtime, interactive dashboards and deep data insights that are seamlessly embedded into the First Due platform. Our system is built using a powerful analytics engine, enabling customers to visualize trends, optimize resource allocation and enhance operational decision making.
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103	Incident/post-incident software	CAD, RMS for law enforcement, fire, and EMS	☒ Yes ☐ No	First Due's prior responses cover a wide range of RMS specific functionality, however we wish to focus on Incident Response in this section. Incident Response Module: This module includes NFIRS 5.0 incident reporting documentation and state and federal compliance requirements with automated submission. Our module also includes built-in validations, an intuitive workflow and extensive reporting features. The fields in the module are dynamic and can respond based on answers provided, as well as the incident being responded to. We offer customizable pick lists, control over custom fields, and a comprehensive built in review process. This module includes a smooth transition to NERIS at no additional cost. This includes meeting the new NERIS data set, new operational fields and data and providing automated federal exports.
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104		Electronic Patient Care Reporting (ePCR) and data transfer to hospitals	☒ Yes ☐ No	First Due can support both local and state agencies with ePCR documentation requirements. ePCR (NEMSIS) Incident Reporting module: Our module fully meets NEMSIS 3.5 standards with automated validation rules. Users can continue to create reports even when connection is not available (offline mode), and then have the report auto-sync to the cloud once back online. All patient data in this module, such as drivers license information, can be searched for and if someone has a prior ePCR then the system can auto-fill prior history, allergies, etc... This module supports integration with defibrillators such as Zoll, Stryker and more. You can import vitals/12-leads as time-stamped events. This module is also capable of AI-Power support. Voice dictation can auto-populate fields, as well as vitals, medications administered and AI can assist you with creating narrative paragraphs. Once created the user can review and refine the information provided. QA/QI comes standard with this module, support real-time comments, updates and key information. We can support integration with billing or hospital systems and send ePCR's through several tools. This includes utilizing kno2, as well as HDE or HL7 integration for a ""fax"" style method of transfer.	*
105		Digital and physical evidence management	☐ Yes ☒ No	First Due does not offer this solution.	*
106		E-citation systems	☐ Yes ☒ No	First Due does not offer this solution.	*
107		Law enforcement case management	☐ Yes ☒ No	First Due does not offer this solution.	*

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

Line Item 108. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload

field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell Pricing - First Due.pdf - Tuesday March 04, 2025 14:19:36
 - [Financial Strength and Stability](#) - Financial Strength & Stability.zip - Tuesday March 04, 2025 14:21:54
 - [Marketing Plan/Samples](#) - Marketing Examples.zip - Tuesday March 04, 2025 14:25:43
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Sample Contracts.zip - Tuesday March 04, 2025 14:28:15
 - Requested Exceptions (optional)
 - Upload Additional Document (optional)

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 forward.
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. - Ryan Singelyn, Proposal Manager, Locality Media Inc (DBA First Due)

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_12_Public_Safety_Software_RFP030425 Mon February 24 2025 04:31 PM	☒	4
Addendum_11_Public_Safety_Software_RFP030425 Fri February 21 2025 08:25 AM	☒	2
Addendum_10_Public_Safety_Software_RFP030425 Wed February 19 2025 02:57 PM	☒	2
Addendum_9_Public_Safety_Software_RFP030425 Wed February 12 2025 04:18 PM	☒	2
Addendum_8_Public_Safety_Software_RFP030425 Mon February 10 2025 10:04 AM	☒	2
Addendum_7_Public_Safety_Software_RFP030425 Mon February 3 2025 04:39 PM	☒	4
Addendum_6_Public_Safety_Software_RFP030425 Fri January 31 2025 10:29 AM	☒	2
Addendum_5_Public_Safety_Software_RFP030425 Wed January 29 2025 03:58 PM	☒	2
Addendum_4_Public_Safety_Software_RFP030425 Fri January 24 2025 11:47 AM	☒	2
Addendum_3_Public_Safety_Software_RFP030425 Tue January 21 2025 02:21 PM	☒	3
Addendum_2_Public_Safety_Software_030425 Fri January 17 2025 03:35 PM	☒	1
Addendum_1_Public Safety_Software_030425 Fri January 17 2025 10:38 AM	☒	1