

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
LEXIPOL, LLC.**

THIS LINKING AGREEMENT (this “Agreement”) is entered into as of this 1st day of June, 2023, between the City of Glendale, an Arizona municipal corporation (the “City”), and LEXIPOL LLC, a(n) Texas Limited Liability Company (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On March 28, 2022, under Sourcewell, the Sourcewell entered into a contract with Contractor to purchase the goods and services described in the RFP #011822-LXP (“Cooperative Purchasing Agreement”), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City’s Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City’s utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

- 1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was March 28, 2022, until the date the contract expires on March 23, 2026, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond March 23, 2027. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until March 23, 2026. The City may renew the term of this Agreement for one year until the Cooperative Purchasing Agreement expires on March 23, 2027. Glendale renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor

notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed One hundred and eighty thousand dollars (\$180,000.00) for the entire term of the Agreement (initial term plus any renewals).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Ryan Freeburg, Fire Chief
11550 W. Glendale Ave.
Glendale, AZ 85307
And

Lexipol LLC
c/o Ray Shanahan
2611 Internet Blvd., Ste. 100
Frisco, TX 75034
rshanahan@lexipol.com
844-312-9500

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona
municipal corporation

By: _____
Kevin R. Phelps
City Manager

"Contractor"

Lexipol LLC,
an Texas Limited Liability Company

By:  _____
Name: Jan Roos
Title: Director of Compliance & General Counsel

ATTEST:

Julie K. Bower (SE/L)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
LEXIPOL, LLC.**

EXHIBIT A
Sourcwell RFP #011822-LXP

Compliant, Competitive, and Convenient

Contracts for government, education, and nonprofits

Accomplish More

As a leader in cooperative purchasing, we are passionate about helping public agencies fulfill their public service missions.

We are building stronger relationships with agencies and suppliers to develop practical solutions together.

Learn how we can serve you. For contract documents and participating agency information, visit:

sourcewell-mn.gov
877-585-9706

Supplier related questions:

Marco DeLeon
469-553-0662
mdeleon@lexipol.com

Compliant



- Trusted process satisfies bid requirements
- Government agency that works like you
- Achievement of Excellence in Procurement recipient

Competitive



- Buying power of 50,000 participating agencies

Convenient



- More than 400 trusted brands under contract
- Full catalog of options for a complete solution
- Easy, no-cost registration to use





Solicitation Number: RFP #011822

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Lexipol, LLC, 2611 Internet Blvd., Suite 100, Frisco, TX 75034 (Supplier).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 23, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

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

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and

- Business reviews to Sourcwell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales 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;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

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

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract 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. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract 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 the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. 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 and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. 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.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of 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.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found 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 Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*

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

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

Minimum limits:

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

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

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

2. *Commercial General Liability Insurance.* 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 Contract.

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their 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 Contract 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 Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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 the Canadian government, as applicable; 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 Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. 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.

G. 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).

H. 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.

I. 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.

J. 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.

K. 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 Contract 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.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by an 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 Contract or any purchase by an authorized user.

O. **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 Contract or any purchase by a Participating Entity.

P. **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.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract 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.

R. 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.

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

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

22. CANCELLATION

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

Sourcewell

Lexipol, LLC

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/18/2022 | 4:07 PM CDT

DocuSigned by:
Van Holland
By: E730CB10CB894D6...
Van Holland
Title: Chief Financial Officer
Date: 3/28/2022 | 2:52 PM PDT

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 3/28/2022 | 5:23 PM CDT

RFP 011822 - Public Safety Training and Simulation Equipment and Technology

Vendor Details

Company Name: Lexipol, LLC
Address: 2611 Internet Blvd Suite 100
Frisco, Texas 75034
Contact: Linda Ortiz
Email: lortiz@lexipol.com
Phone: 954-629-6957
Fax: 404-886-5652
HST#: EIN 71-0934113

Submission Details

Created On: Friday January 14, 2022 12:26:40
Submitted On: Tuesday January 18, 2022 14:17:10
Submitted By: Jeff Oathout
Email: joathout@lexipol.com
Transaction #: 21ad5a82-2382-429a-b8fd-07c0459b07d5
Submitter's IP Address: 107.3.202.156

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Lexipol, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Lexipol, LLC
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Lexipol, LLC
4	Provide your CAGE code or DUNS number:	CAGE Code 4J5F4 DUNS Number 146103077
5	Proposer Physical Address:	2611 Internet Blvd Suite 100 Frisco, TX 75034
6	Proposer website address (or addresses):	https://www.lexipol.com/
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Van Holland Chief Financial Officer 2611 Internet Blvd Suite 100 Frisco, TX 75034 vholland@lexipol.com 9493508040
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Linda Ortiz Director of Sales - Fire/EMS Learning 2611 Internet Blvd Suite 100 Frisco, TX 75034 lortiz@lexipol.com 4159924246
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jeff Oathout Director of Sales - Fire Policy 2611 Internet Blvd Suite 100 Frisco, TX 75034 4048865652

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Lexipol is the industry leading provider of policy, procedure, online training, wellness, and grant services for public safety. Lexipol was founded in 2003 by Gordon Graham and Bruce Praet, both former law enforcement officers and attorneys with extensive experience in risk management. Mr. Graham and Mr. Praet identified that many public safety agencies lack sound, up-to-date, constitutionally sound policies. To address this need, they developed comprehensive, state-specific public safety policy manuals backed by daily training to reinforce policy understanding and use. Today, Lexipol serves more than 8,000 public safety and local government organizations in 50 states, Canada and five industries: fire and rescue, law enforcement, corrections, emergency medical services (EMS) and local government. The company serves more than 2 million public safety and government professionals with a range of informational and technological solutions to meet the challenges facing these dynamic industries.
11	What are your company's expectations in the event of an award?	To have an opportunity to increase exposure and provide a streamlined procurement process for public safety and local government agencies evaluating and selecting an online learning and policy training solution.

12	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.	Lexipol has been in business for over 19 years, is profitable and are backed by GTCR, a global private equity firm with over \$16.6 billion in assets under management.	*
13	What is your US market share for the solutions that you are proposing?	13%	*
14	What is your Canadian market share for the solutions that you are proposing?	>5%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>Service Provider</p> <p>b) SALES TEAM We know what it means to serve. Lexipol currently employs a team of dedicated individuals who represent a combined 2,075 years of experience in public safety. With principal offices in Dallas and California and remote team members nationwide, Lexipol offers a vibrant culture and growth-oriented environment where talented employees develop hands-on experience in technology, marketing, editorial, production, product development, operations, and business management—while also watching firsthand how their efforts enable our customers to save lives and protect our communities.</p> <p>PROJECT TEAM</p> <p>Professional Services Implementation Every department and agency will participate in an onboarding process conducted by our Professional Service Implementation team. This group of passionate professionals focuses on product implementation, initial training on the platform features, technical support, and reporting. • This team is led by Bill McAuliffe, Director Professional Service, BMcAuliffe@Lexipol.com</p> <p>Customer Success Manager (CSM) Every agency will be assigned a dedicated CSM. The CSM is the primary point of contact for all organization personnel. The CSM provides ongoing training and support in terms of web-based demonstrations of new features, training plan and daily training bulletin guidance, assistance in course and content development, uploading documents and all matters related to the end users. • This team is led by Brandon Almdarez, Director Customer Success, BAAlmdarez@Lexipol.com</p> <p>Lexipol Policy Content Review Team Lexipol assists its customers by leveraging a team of dedicated individuals with experience in constitutional law, civil rights, ADA and discrimination, mental health, psychology, labor negotiations, internal affairs, hazmat and more. This team reviewed more than 15,000 pieces of legislation and regulatory changes last year.</p>	*
17	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.	None	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	To the organization's knowledge, there is no suspension or debarment information which applies to the organization.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>"Since 2017, Lexipol has received more than 20 awards for our policy management and wellness solutions, corporate actions in response to COVID, and analysis and commentary on our media sites. Some highlights include:</p> <p>COVID Response In March 2020 Lexipol introduced the Coronavirus Learning & Policy Center, which provides public safety agencies free access to a Learning Management System with online courses, policies, and grant assistance related to the pandemic. The Center has won multiple awards, including: -Gold for Corporate Social Responsibility, 2021 MUSE Creative Awards -Silver Award for Company Response of the Year to COVID-19 in the Globee® Awards 13th Annual 2021 Golden Bridge Business and Innovation Awards -Silver Stevie® Award in the 17th Annual International Business Awards® (2020) -Social Impact Award in the ParDreamies award program hosted by Sercante, a Salesforce partner (2021)</p> <p>General -Winner, 2021 Business Intelligence Group Innovation Awards. Lexipol was recognized for its vision, creativity and persistence through continued innovation in public safety and its active, effective response to the rapidly changing events of 2020.</p> <p>Wellness App (Cordico) -2021 Sacramento Region Innovation Award in the Government, Civic and Mobility category -Named a vetted and approved product by the Fraternal Order of Police (FOP) Division of Wellness Services, making it among the very first wellness products approved by the FOP</p> <p>Media Sites Lexipol's media sites, including FireRescue1, EMS1 and Police1, have been recognized for editorial excellence for nine consecutive years with 18 awards, including: -Best News Feature in the 2021 International Association of Fire Fighters (IAFF) Media Awards -2021 Eddie Award for Best Overall B2B Column in the 2021 FOLIO: Eddie & Ozzie Awards -2020 Eddie Award for Best Newsletter (B2B) for the Leadership Briefing - Police1 -2020 Eddie Award for Best Column/Blog (B2B) for its "From the Editorial Director" column by Greg Friese, an educator, author and national registry paramedic - EMS1</p> <p>Policy Management -Finalist in the 2021 Software as a Services (SaaS) Awards program in the Best SaaS Product for Health & Safety or Risk Management category"</p>
20	What percentage of your sales are to the governmental sector in the past three years	98%
21	What percentage of your sales are to the education sector in the past three years	2%
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	While the organization participates in certain cooperative purchasing agreements, the specific nature of each (and particularly including sales volume and/or revenue figures) are confidential and may not be disclosed through a proposal process.
23	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?	None

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Clayton County Emergency Services (GA)	Chief of Staff Laura Richardson	770-473-7833	*
Lubbock Fire Rescue (TX)	Captain Randy Lammons	806-775-3447	*
Sedona Fire District (AZ)	Captain Michael Duran	928-600-9042	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Hillsborough County Fire Rescue	Government	Florida - FL	Policy & Training	1,000 users	N/R	*
Suffolk County Police Department	Government	New York - NY	Policy & Training	2,700 users	N/R	*
University Hospital Systems Cleveland	Education	Ohio - OH	Learning Management System	6,590 users	N/R	*
Austin Fire Department	Government	Texas - TX	Learning Management System	1,700 users	N/R	*
Dallas Police Department	Government	Texas - TX	Learning Management System	3,275 users	N/R	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
26	Sales force.	We know what it means to serve. Lexipol currently employs a team of dedicated individuals who represent a combined 2,075 years of experience in public safety. With principal offices in Dallas and California and remote team members nationwide, Lexipol offers a vibrant culture and growth-oriented environment where talented employees develop hands-on experience in technology, marketing, editorial, production, product development, operations, and business management—while also watching firsthand how their efforts enable our customers to save lives and protect our communities.	*
27	Dealer network or other distribution methods.	ESO Channel Partner Agreement. Since 2004 ESO created innovative software to meet the changing needs of EMS agencies, fire departments, hospitals, and state EMS offices.	*

28	Service force.	<p>Professional Services Implementation</p> <p>Every department and agency will participate in an onboarding process conducted by our Professional Service Implementation team. This group of passionate professionals focuses on product implementation, initial training on the platform features, technical support, and reporting.</p> <ul style="list-style-type: none"> This team is led by Bill McAuliffe, Director Professional Service, BMcAuliffe@Lexipol.com Customer Success Manager (CSM) <p>Every agency will be assigned a dedicated CSM. The CSM is the primary point of contact for all organization personnel. The CSM provides ongoing training and support in terms of web-based demonstrations of new features, training plan and daily training bulletin guidance, assistance in course and content development, uploading documents and all matters related to the end users.</p> <ul style="list-style-type: none"> This team is led by Brandon Almendarez, Director Customer Success, BAAlmdarez@Lexipol.com Lexipol Policy Content Review Team <p>Lexipol assists its customers by leveraging a team of dedicated individuals with experience in constitutional law, civil rights, ADA and discrimination, mental health, psychology, labor negotiations, internal affairs, hazmat and more. This team reviewed more than 15,000 pieces of legislation and regulatory changes last year.</p> <p>LOCAL SERVICE SUPPORT</p> <p>Client Support Resources and Hours</p> <ul style="list-style-type: none"> Hours 7 am – 7 pm CT Online help video library 24/7 Email messaging direct to support team 	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	ESO may initiate purchases under this agreement only by submitting purchase orders to Lexipol with each purchase order to specify the buying organization name, product type and pricing.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>360 Implementation</p> <p>1. Welcome</p> <p>Welcome email ("Welcome – Next Steps") Account setup - Return completed agency roster Onboarding - Schedule through email link a time convenient for you</p> <p>2.Implementation</p> <p>Attend 1:1 implementation meeting with Lexipol specialist Introduction to learning platform Define and complete implementation goals and feature setup Review user management processes Review library of courses and videos</p> <p>3. Ongoing Customer Support</p> <p>Meet your designated Customer Success Manager</p> <ul style="list-style-type: none"> Make account changes (e.g., new users) Answer account and services-related questions Learn about content and platform enhancements <p>4. Professional Services Support (Annual)</p> <p>Review annual plans Review recertification requirements Discuss department changes and needs Implement new features</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Lexipol's online learning solution is available in all 50 states. Our policy and policy training solution is available in 35 states (LE) / 28 states (Fire) / 31 states (Corrections) / national (GOV) due to maintaining state legislative content compliance. Lexipol will leverage its marketing, sales development and sales team resources to support Sourcwell participating entities.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Lexipol is able to offer our online learning solution and course content throughout Canada. We will leverage our marketing, sales development and sales team resources to support Sourcwell participating entities.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Lexipol's online learning solution is available in all 50 states. Our policy and policy training solution is available in 35 states (LE) / 28 states (Fire) / 31 states (Corrections) / national (GOV) due to maintaining state legislative content compliance.	*
34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None	*

35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None	*
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Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Lexipol uses multiple channels to drive leads and product awareness, including thought leadership content, email campaigns and exhibition at more than 100 national, regional, and state trade shows in the public safety and local government sector. Leads are moved through a scoring process that considers the level of engagement and the contact's decision-making authority. Once leads are qualified, our Sales Development Representatives use one-on-one engagement to schedule product demos. Sales Account Executives present the product demos and follow up to answer any remaining questions and provide additional collateral to support the sales process.</p> <p>Lexipol's marketing plan will be multifaceted and widespread. Lexipol will start with a website announcement of the partnership which allows organizations to leverage Sourcewell's Cooperative Purchasing program for the acquisition of Lexipol products and services. This announcement will be published on all media resources to include FireRescue1, EMS1, Police1, and several others to provide for available media saturation. Lexipol will then initiate a marketing campaign announcing to current and potential agencies that Lexipol is doing business with Sourcewell and that we now have an additional purchasing option to help them not only acquire Lexipol products and services but streamline and accelerate the purchasing by avoiding RFP process. There will also be virtual and tangible collateral that will be made available to Lexipol's robust Sales Teams to share at conferences and trade shows demonstrating the relationship with Sourcewell. The Sales Team will also participate in initial and ongoing training to encourage organizations to leverage the Sourcewell program during the sales process.</p> <p>Along with the Sales Team, the Lexipol Grants Team will offer Sourcewell as an option when assisting agencies applying for grants to purchase Lexipol products.</p>	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Lexipol employs a comprehensive technology and digital marketing strategy to enhance brand awareness and guide leads through the marketing funnel to sales closure. Through our marketing automation system, Pardot, we monitor and track campaign effectiveness and employ strategies such as optimizing send time for marketing emails based on the user's engagement history. All emails, advertisements, and thought leadership offerings are assigned campaigns in Salesforce, which are then tracked to show campaign influence in creating sales opportunities. Marketing efforts are analyzed monthly and finetuned based on prior campaign effectiveness. At the heart of Lexipol's marketing efforts is our commitment to producing high-quality thought leadership - webinars, white papers, explainers, ebooks, blog articles and more - that build trust in the Lexipol brand and provide ways for future customers to engage with Lexipol. These "top of the funnel" leads are then scored and nurtured through the sales journey. Lexipol also uses digital advertising - both on our own media sites as well as in external industry media - to build awareness, remain top of mind and drive leads. All digital content, such as blogs and webinars, is optimized for online search with keywords, image tags and title tags. Lexipol also maintains an active social media presence, reaching audiences several times daily with thought leadership, product promotions and customer testimonials as well as boosting our partners' messages.</p>	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell's role upon contract award will be helping Lexipol streamline procurement processes, reduce the need for RFP response and provide a portal for agencies to search our products and connect to purchase. Lexipol utilizes an agency centered consultative process that helps agencies determine the most appropriate process to secure our services which will include leveraging the Sourcewell contract.</p>	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Lexipol provides an e-procurement solution for individuals (not agencies) in need of continuing education to maintain EMS certification.</p>	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	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.	Training for use of the products is conducted virtually by Lexipol's Professional Services Team. Customers receive training to ensure that they have a thorough knowledge of the platforms and how to operate within them. Product training is included in the prices provided.
41	Describe any technological advances that your proposed products or services offer.	Both the Learning Management Systems and The Knowledge Management System is compatible across almost all devices. The KMS is available in Android and IOS apps for smartphones and tablets. The technology will read the content to the users as well as have the availability to voice search content.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	N/A
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A
45	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?	Lexipol is unique in its ability to offer public safety and local government a comprehensive way to manage risk and develop safer, more effective personnel. Our online training, policy management and wellness solutions work together to prepare employees for the high-risk, low-frequency events that lead to the greatest harm and costs. We also bring unprecedented experience to our products, with a staff representing thousands of years of collective public safety, government and legal experience. These employees provide expertise in constitutional law, civil rights, ADA and discrimination, mental health, psychology, labor negotiations, Internal Affairs, use of force, hazmat and more. Lexipol's online training is unique in its scope - more than 3,300 accredited training courses. Our policy management platform is the only solution available to public safety agencies that provides continuous monitoring for new state and federal legislation and electronic policy updates; our legal and content teams reviewed more than 15,430 new laws and regulations in 2021, resulting in more than 660 policy updates. And our award-winning wellness app provides an industry-leading confidentiality promise while connecting personnel to life-saving assessments, wellness guides and 24/7 crisis services. Finally, Lexipol's Grant Services division helps public safety agencies and local government identify and apply for grants, with more than \$300 million in grant funding secured for a wide array of products - many of which can be sourced through Sourcewell. This means Sourcewell participating entities will not only be able to access Lexipol's products and services, but will also have the opportunity to obtain grant funding that can be used to purchase other products as well. With Lexipol, Sourcewell participating entities will have access to a range of resources and subject matter expertise far beyond what is found in the typical public safety or government agency.

Table 9A: Warranty

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

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	N/A	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	N/A	*
51	What are your proposed exchange and return programs and policies?	N/A	*
52	Describe any service contract options for the items included in your proposal.	N/A	*

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services	<p>Uptime Commitment</p> <p>The Uptime Percentage for the Service will be ninety-nine and five-tenths percent (99.5%) (the "Uptime Commitment"). Subject to the exclusions described in below "Uptime Percentage", the percentage is calculated by subtracting from 100% the percentage of 1-minute periods during any annual billing cycle in which Agency's selected Service(s) are unavailable out of the total number of minutes in that billing cycle. "Unavailable" and "Unavailability" mean that, in any 1-minute period, all connection requests received by Agency failed to process (each a "Failed Connection"); provided, however, that no Failed Connection will be counted as a part of more than one such 1-minute period (i.e. a Failed Connection will not be counted for the period 12:00:00-12:00:59 and the period 12:00:30-12:01:29). The Yearly Uptime Percentage will be measure based on the industry standard monitoring tools.</p> <p>Exclusions from Uptime Performance</p> <p>All Service Unavailability resulting from the following will be excluded from calculation of Uptime Percentage: (a) Regularly-scheduled maintenance of the Service that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's support channels (Lexipol typically schedules such regularly scheduled maintenance once per month); (b) Any failures of the Lexipol Standard and Custom Reporting Services that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's Normal Support Channels; (c) Any issues with a third-party service to which Agency subscribes but does not control; (d) Any problems not caused by Lexipol that result from, computing or networking hardware, other equipment or software under Agency's control, the Internet, or other issues with electronic communications; (e) Lexipol's suspension or termination of the Service in accordance with the Terms; (f) Exceeding Lexipol's published Concurrent Request Limits; (g) Software that has been subject to unauthorized modification by Agency; (h) Negligent or intentional misuse of the Service by Agency.</p>
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	For issues relating to Lexipol's online, cloud-based Services (e.g. LMS, LMS, Wellness), Lexipol will make an industry standard and commercially reasonable effort to respond promptly (via Lexipol's Normal Support Channels) within two (2) Business Days after receipt.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Lexipol will invoice Agency at the commencement of the contract term and thirty (30) days prior to the date for each renewal period, as applicable. Agency will pay to Lexipol the fee(s) specified on each invoice within thirty (30) days following receipt of the invoice. All invoices will be sent to Agency at the address designated by Agency in writing. All payments will be made by electronic transfer or immediately available funds or by mailing a check to Lexipol at 2611 Internet Blvd, Ste 100, Frisco, TX 75034 (Attn: Accounts Receivable).
56	Describe any leasing or financing options available for use by educational or governmental entities.	None
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Lexipol will include the following documents in an executable contract (see examples in upload section): Master Service Agreement including product form, terms and conditions, and cloud based service level agreement
58	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?	No, Lexipol accepts ACH and check payments.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Contracts awarded under this agreement will be given a 5% discount on each line item of the contract. Contracts contain annual subscriptions, proration, and/or implementation depending on the terms agreed to during the sale process. The discount awarded through this agreement will not be added to other discounts provided but will be the minimum discount given when utilizing the agreement. Detail pricing uploaded in documents section of proposal.
60	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.	Contracts awarded under this agreement will be given a 5% discount on each line item of the contract. Contracts contain annual subscriptions, proration, and/or implementation depending on the terms agreed to during the sale process. The discount awarded through this agreement will not be added to other discounts provided but will be the minimum discount given when utilizing the agreement.
61	Describe any quantity or volume discounts or rebate programs that you offer.	N/A
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	N/A
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Implementation Policy implementation is based on a flexible pricing model that reflects the project's potential timeline and scope, which can range from a basic policy cross-reference to full implementation assistance. Several factors are used to determine pricing, including level of assistance requested by the organization, page count of current organizational content, number of employees and organization's legal involvement. This information is obtained during the sales process and the implementation pricing is disclosed to the organization prior to contract execution. Implementation services are a one-time incurred cost (not a recurring subscription).
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	d. other than what the Proposer typically offers (please describe).	Purchases acquired as a result of this contract will not only receive a 5% discount on annual subscription (which is typical), they will receive a 5% discount on all professional/implementation services which deviates from traditional agreements.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	Lexipol will create a Sourcwell designation and coinciding pricing in our client records management system to ensure all Sourcwell contract opportunities are appropriately priced and tracked. A Sourcwell contract report will be generated each quarter to ensure accuracy of pricing and administrative fees paid.
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Sales cycle durations, number of RFP responses, sales goal attainment by state and product offering.
70	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Lexipol agrees to award Sourcwell a 2% administrative fee in exchange for Sourcwell facilitating the resulting contracts.

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

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Products and Services</p> <p>Lexipol Learning Management System (LMS) Lexipol's Online Learning academies, FireRescue1 Academy, PoliceOne Academy, EMS1 Academy, CorrectionsOne Academy and LocalGovU, optimize the training experience for organizations of any size. The solution combines online learning content, training workflow, tracking, and reporting features. The full spectrum of training needs is covered in one platform. Each academy includes the world's largest library for public service professionals.</p> <p>ANNUAL SUBSCRIPTION SERVICE The following products are offered on an annual basis and are included in an annual subscription.</p> <ul style="list-style-type: none"> • Complete Pre-built Learning Plans ~ Auto Assignments • Custom Course Building Tool • External Training Tracker • Credential tracking • ISO Tracking • Notification Manager • Training Calendar • Report Builder • Content Library <p>Complete Pre-Built Learning Plans ~ Auto Assignments Our platform offers the capability to schedule online training and align it with internal training calendars and control access to online courses and material. Whether it's a simple assignment with one course or a learning plan of dozens of courses – administrators and instructors can easily track progress and activity. Both the assignment dashboard and reports features provide various filters to manage assignments, including assignment name, progress percentage, progress status, or training start or end dates. Member admins can schedule assignment release dates and due dates based on specific dates or in alignment with credential renewal timelines.</p> <p>Custom Course Building Tool Upload and build your own agency-specific content, including tests, to assign to personnel. Six templates are available to assist in organization of course assets and creation including single video course, external training course, SCORM course (using third-party authoring tools), full length course (standard one-hour courses) or training blocks. Your department can upload an unlimited quantity of custom videos or content, including lesson plans, PowerPoints, Policies, PDF files, Word.doc files, and other documents. Options to create pre-assessment and post- assessment knowledge-based quizzes and exams are available and easy-to-use drag and drop functionality allows users to quickly edit content modules as needed.</p> <p>External Training Tracker Track every activity completed at the organization using the Record External training</p>

module. Organizations can create a blended learning program which reflects all training per personnel in a comprehensive transcript by documenting drill-yard events, hands-on training, and more.

Credential tracking

Manage and track credential renewal by level, state, and category (EMT, paramedic, NREMT, etc.). Add category level requirements for credentials where applicable.

ISO Tracking

All FireRescue1 Academy courses have been categorized for ISO to display in the available reports and pre-build templates for Driver, Officer and Firefighter are available in the platform. Departments can also use the Custom Course builder to track hands-on activities for company, driver, officer, hazardous materials, and facilities training completed offline. Various levels of reporting are available based on the level of information an Administrator would like to review and are structured in a way to make ISO audits simple.

Notification Manager

The Academy features a robust notification manager that allows for action-based notifications, pre-scheduled notifications, recurring notifications, and other notifications that can be targeted to specific groups, organizations, and job titles. Notifications can be configured for assignments, credentials, and reports as needed.

Training Calendar

A centralized training calendar exists in both the student and administrator view to visually manage several features by date, including assignments, credentials, training events and more.

Report Builder

The platform features a robust reporting tool for creation of recurring or on-demand reports for tracking compliance of personnel assignments and credentials. Administrators can pull reports for members, groups, courses, can export training records based on rank, division, shift, course, policy, assignment, or credential.

Content Library

Each of the learning sites hosts a library of hundreds of full-length courses written to laws, guides, and standards that apply to the perspective profession. Some of the standards are NFPA, CAPCE, National Registry, POST, and many more. The courses cover many topics such as basic skills, special operations, officer training, safety, HR compliance, etc. Where applicable Lexipol seeks to get continuing education approvals for content to assist with certification renewals.

Site Customization

Individual organizational branding and workflow is important to the success of a training program. At contract execution, Lexipol will work with the organization to customize the site to their needs. These customizations include:

- Department Home Page
- Members, Roles, Groups
- Customizable Settings

Department Home Page

Within the platform, your department will have a custom homepage with preferred logo or patch, custom bulletin messaging environment with a rich text editor to share important information and display of featured courses.

Members, Roles, Groups

Each user will have a unique profile in the LMS, noting their email, username, department or POST ID, position, and groups in the system. Within their dashboard, members can easily see which courses are assigned to them, manage their credentials, and download certificates of completion. Administrators can adjust each member's access by assigning roles as needed.

The Academy platform comes pre-built with five different roles with various levels of administrative functionality. These roles allow your agency to manage your personnel's access on the platform seamlessly, letting them see and access only what they need to. Custom roles are available upon request.

Easily build and manage custom groups for your personnel, dividing them by certification level, rank, shift or other tailored options.

Customizable Settings

From the Admin control panel, organizations can control which content personnel can view, if they are shown correct answers to knowledge checkpoint quizzes, as well as designate the number of attempts and minimum score for quizzes and tests.

LEXIPOL ORGANIZATIONAL POLICIES & TRAINING

An integral part of establishing a clear training and career success plan that will meet an organization's strategic/operational goals and expectations is a constantly updated policy manual that becomes the playbook for success. Having a playbook based on Federal/State laws and regulations, industry standards, nationwide best

practices, and court decisions which is constantly updated by attorneys that specialize in government industries (fire, law enforcement, EMS, dispatch, corrections, probation, and human resources) and supported by daily training is a challenge for all organizations small and large. Lexipol comes in to work with the organization to tackle these challenges and reduce risk for the organization and its members by increasing knowledge and retention. Lexipol provides this through an annual subscription and recommended implementation.

Lexipol starts with a policy and procedure solution that provides a legally defensible, constantly updated manual that outlines the expectations upon which career training will be based. This is available anytime to members through web and app-based platforms compatible with most electronic devices. Once the policy and procedure manuals are reflective of up-to-date requirements and organizational goals, those expectations are then applied in scenario-based training, that is developed and provided, on the organizations policies and procedures resulting in increased operational consistency and confidence in the discharge of the duties and tasks outlined.

ANNUAL SUBSCRIPTION SERVICE

The following products are offered on an annual basis. The appropriate components for the organization are identified through the sales process and full pricing is disclosed prior to contract execution.

- Policy/Procedure Manuals & Updates
- Daily Training Bulletins
- Web Based and Mobile App Delivery Platform
- Reports
- Supplemental Publication Service
- Platform as a Service
- Accreditation Workbench

Policy/Procedure Manuals & Updates

Constitutionally based, constantly updated policies are the foundation for consistent organizational operations and are key to lowering liability and risk. Lexipol's comprehensive policy manual covers all aspects of an organization's operations to include outlining the areas in which training should be focused. The provided policies were researched and written by attorneys, specializing in public safety and local government, and subject matter experts. They are based on Federal/State laws and regulations as well as nationwide best practices with the ability for the organization to customize the content to reflect existing terminology, structure, and operations.

Clear and accessible procedures are imperative to ensure safe, effective, and consistent personnel interactions and emergency response. Lexipol's procedures, based on national best practices, give the organization critical operational and administrative procedures as well as a template to build on. They address the operations most often cited as contributing to injury or death as well as the most common call types. In addition to operations, there are administrative procedures that address the areas of highest legal liability as well as best practices for organizational success. Lexipol's procedures are designed to support safe and effective operations in fire and law enforcement.

Having up-to-date manuals in place creates a need for constant update. Lexipol's legal and content development teams continuously review Federal/State laws and regulations, industry standards, court decisions, and evolving nationwide best practices. When needed, we create new or update current policies and provide them to the organization making it simple and efficient to keep their policy content up to date. The updates are delivered through Lexipol's web-based content delivery platform.

Daily Training Bulletins (DTBs)

Lexipol's Daily Training Bulletins are designed to help personnel learn and apply the organization's policy and procedure, if applicable, content through multiple 2-minute, scenario-based training exercises. The scenarios written by people actively employed in the various local government industries to ensure that relevance and appropriate guidance is provided. The exercise provides guidance through an analysis and conclusion, that are included, which walks the with the members hand-in-hand on how to practically apply policy and procedure thereby allowing for increased operational consistency as well as confidence in all levels of responsibility in the organization.

The Daily Training Bulletins also ensure understanding and retention of policy and procedure content by a singular focus on one aspect of the policy or procedure at a time with the potential for repetition under different scenarios. Each bulletin also concludes with a question that the user understood the training objective and application discussed.

The organization may assign or customize and assign the bulletins provided or create their own. The bulletins are complete and ready for assignment once issued to the organization which saves time and money on policy/procedure training development. The ability to customize gives the organization the ability to alter the scenario to reflect a recent occurrence to make it more relevant. The organization can also create their own bulletins to supplement training on local specific content or to enhance what is being provided to focus on a local occurrence that may not be covered in the provided training.

Web-Based Delivery Platform and Mobile App (Knowledge Management System)
Lexipol's online content delivery platform, called the Knowledge Management System (KMS), provides secure storage and easy access to all the policy/procedure content, and facilitates staff access to policies and training completion. The KMS is accessible via apps for Android and IOS and is compatible on Windows and Mac. The compatibility allows for 24/7 access over almost any electronic device the organization or individual possesses. (Smartphones, tablets, desktop computers, MDT's, etc.) The system allows for in-the-field access to the information not only operations but reference and continued training by always having the most current version of policies/procedures available.

KMS tracks acknowledgements of new policies read, as well as any revisions to existing policies, and completions of the daily training bulletins. This creates a database to assist the organization in creating more goal focused training to help increase operational effectiveness.

The system also archives the Lexipol information, as well as the organization's custom content, that is changed or revised thereby allowing for the training and differentiation of the old version versus the new. The archive also allows the organization to be able to access the information anytime in the future as the need arises.

Reports

Lexipol's KMS provides intuitive reporting capabilities and easy-to-read reports that enhance staff meetings as well as strategic planning for organizational training and goals. The database can be accessed to create and sort reports by multiple parameters to include employee, acknowledgements, policy, procedure, other subgroups (e.g., shift, assignment, etc.), and completion of Daily Training Bulletins by agency member and/or topic. These parameters can also be combined to create fewer more efficient reports. This reduces time supervisors spend verifying policy acknowledgement and training completion while increasing accountability by showing who has not completed assignments. The reports also assist the organization by easily capturing the data in formats that can be stand-alone or compatible with other platforms to merge into other reports.

Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) organizes the storage of the organization's specific content giving one place to access protocols, procedures, guidelines, general orders, training guides, career path training plans or secondary policy manuals. SPS also electronically links department-specific procedural or supplemental content to the Lexipol state master policy manual. If the organization is fire or law enforcement, the Lexipol provided procedures are stored in a SPS to clearly delineate what is policy and what is procedure. Organizations can purchase more than one SPS depending on their needs, and it is included in the annual subscription.

Accreditation Workbench

Managing the organizations accreditation process is a complex task that requires intimate knowledge of policy, training, and extreme attention to detail. Lexipol's Accreditation Workbench provides an organization's Accreditation Manager access to content and tools that significantly reduce the time and effort required to successfully prepare for and execute an accreditation assessment. The workbench has current standards for supported accreditation programs preloaded and viewable. Lexipol policies are pre-tagged to many applicable standards and the Accreditation Manager can easily add or modify tagging to meet specific program needs. Compliance checklists are preloaded for each standard, clearly detailing required written directives and proofs of compliance (Accreditation Manager can also customize the checklists). The organization can upload, store, and organize proofs of compliance (e.g., documents, videos) in a preformatted electronic folder system that is based on how the accrediting body organizes standards and its accreditation review cycle. It also allows for complete self-assessments by using analysis tools to identify gaps in required proofs of compliance. The workbench streamlines the assessment process by generating printed reports or showing the assessor compliance items stored in the online system.

IMPLEMENTATION SERVICE

A recommended one-time cost that is a service to assist policy manual creation and it accompanies the annual subscription. We work hand in hand with the organization to meet their unique needs, philosophy, and project timeline providing start to finish comprehensive policy adoption assistance. Implementation can also be customized to meet organizational needs. The following are included in the implementation services:

- Organizational Policy Cross Reference
- Content Extraction
- Collaborative Tiered or Full Implementation

Policy Cross Reference

Making the transition to Lexipol starts with understanding how an organization's current policy content compares with Lexipol's master policy content. Our policy cross reference service provides a logical method to distinguishing between the two. The service includes an analysis of existing policies and procedures to identify content similar to Lexipol's master content, as well as content unique to the organizations jurisdiction and not covered within the Lexipol manual. Existing submitted policies are returned with annotations and tips on how to integrate into the Lexipol master content. There is also a one-on-one review with the organization to discuss the cross-reference report. There are three cross references available depending on organizational needs. They are as follows:

- Standard Cross Reference
- Comprehensive Cross Reference
- Accreditation Cross Reference

Agency-Specific Content Extraction

This service is perfect for organizations that wish to populate one or more Supplemental Publication Service (SPS) manuals with their existing content. Lexipol will do the heavy lifting of incorporating their supplemental content (procedures, guidelines, general orders, training guide or a secondary policy manual) into the SPS. Access to an electronic copy of the existing content and a subscription to the Supplemental Publication Service (SPS) is required.

Included in content extraction is data entry of organizational procedures or supplemental content into Lexipol's Knowledge Management System (KMS). Note: Lexipol reserves the right to limit the amount of content being imported into the SPS. Professional Services will assist in deconflicting the information in the SPS with the policy manual and create hyperlinks to information within the platform to ease user access. This ensures consistent, professional formatting for organization's policy-related content and provides the ability to hyperlink related content for enhanced end-user experience.

Tiered Implementation

Benefit from our proven, systematic approach to implementing policies. The organization will receive one-on-one collaborative assistance to help review, customize and adopt the policies efficiently and effectively.

- Tier 1: High-Risk Policies

Tier 1 represents about 20% of the manual, including foundational policies necessary to provide structure and authority to your policy manual, as well as policies addressing high-risk, low-frequency and high-risk, high-frequency incidents.

- Tier 2: High-Liability Policies

Tier 2 represents about 20% of the manual, including policies that relate to common day-to-day calls for service that have a higher level of potential liability.

- Tier 3: Daily Operations Policies

Tier 3 represents about 20% of the manual, including policies needed for orderly daily operations of your organization.

- Tier 4: Defensibility Policies

Tier 4 represents about 20% of the manual, including policies essential to agency and agency member defensibility, including civil liability-related topics.

- Tier 5: Operational Consistency Policies

Tier 5 represents about 20% of the manual, including policies needed to ensure operational consistency across your organization.

Full Implementation

Lexipol's Full Implementation Service is individually tailored for agencies who want to start-to-finish, comprehensive policy adoption assistance. Lexipol's experienced Professional Services staff will streamline the process of policy adoption by assisting the organization in developing a policy manual that meets their unique needs, philosophy, and project timeline. They will integrate pre-existing agency content into appropriate sections within the policy manual using a proven structure of policy editing and content merging to create the organizations new policy manual thereby saving the organization countless hours and dollars. This will provide a framework to expedite subsequent policy updates and Daily Training Bulletin administration.

		<p>Full implementation includes start-to-finish comprehensive policy adoption assistance, Policy Cross Reference, and Content Extraction.</p> <p>DELIVERED AND OPERATIONAL</p> <p>Lexipol Policy SaaS applications are multitenant and user/agency data is separated logically via RBAC. Database Infrastructure is encrypted at rest via AES-256 and application traffic is encrypted with TLS1.1 or above.</p> <p>Lexipol Policy SaaS applications are backed by a dedicated, off-site, cross-region Disaster Recovery Datacenter. Backups of all SaaS systems are continuously synchronized to the Disaster Recovery Datacenter and tested via automated means; manual testing is performed regularly. Disaster Recovery and System Restoration policies/procedures are documented, communicated, and tested regularly. Access to the system is granted upon execution of the sales agreement.</p>	
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Public Safety, Administrative Services, Office & Technology	*

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

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

Line Item	Category or Type	Offered *	Comments
73	Facilities, structures (fixed or mobile), equipment, props, supplies, and consumables.	<input type="radio"/> Yes <input checked="" type="radio"/> No	
74	Augmented or virtual reality, interactive, and digital simulation technology and related software, hardware, or equipment.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Lexipol provides interactive training courses through a proprietary web based platform available 24/7 on computer and mobile devices where connectivity is available.
75	Instructional, educational, and training programs or systems with related materials and supplies.	<input checked="" type="radio"/> Yes <input type="radio"/> No	We provide a full-service LMS with electronic reporting, tracking and training management, including the ability to upload and assign agency-specific training content, more than 3,300 high-quality accredited training courses and microlearning videos, and 24/7 accessibility from any internet-enabled device. Lexipol adheres to industry standards and state and federal law when creating online learning and policy training content.
76	Services related to the offering of the solutions described in RFP Sections 1. a. – c., including design, installation, maintenance, repair, training, integration, support, and customization.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Each agency begins their journey with platform training and organizational customization conducted by Lexipol's Professional Service Implementation team. Ongoing training, support and customization is handled by our customer success team.

Table 15: Industry Specific Questions

Line Item	Question	Response *
77	Describe your products/services interoperability with other public safety equipment, software and systems, if applicable.	Our online learning platform integrates with human resources information system (HRIS), records management platform, and scheduling software to streamline training management. We offer Single Sign-on to control LMS access permissions with the agency's identity management system and sync HR information like employee rank, job title, education and professional experience. Lexipol's online learning and policy training solution generate reports in formats accepted by most major software systems. Policy training content can be exported to PDF format or Excel spreadsheet then uploaded for distribution and accreditation reporting purposes.
78	Describe your strategy related to implementation, use of installation partners and integration with other training products and systems if applicable.	Every department and agency will participate in an onboarding process conducted by Lexipol's Professional Service Implementation team. This group of passionate professionals focuses on product implementation, initial training on the platform features, technical support and reporting.
79	Explain your licensing process and service agreements with end users.	Services agreements are renewed on an annual basis unless otherwise noted in the agreement. The start of the subscription is based on the date the agreement is executed unless otherwise noted.
80	Describe compliance to applicable national standards such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	All content is constitutionally sound and based on Federal/State laws and regulations, NFPA, OSHA, NIOSH, court decisions, and current industry best practices.
81	Explain and provide information about any design services you provide if applicable.	N/A

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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 Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
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](#) - 2022 Pricing for Sourcewell.xlsx - Saturday January 15, 2022 15:24:27
- [Financial Strength and Stability](#) - Financial Strength & Stability.pdf - Tuesday January 18, 2022 08:18:53
- [Marketing Plan/Samples](#) - Marketing Plan.pdf - Tuesday January 18, 2022 04:43:09
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty.pdf - Tuesday January 18, 2022 04:54:28
- [Standard Transaction Document Samples](#) - Sample Sales Agreement.pdf - Tuesday January 18, 2022 12:36:19
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_PS_Training_Simulation_Eqpt_Tech_RFP_011822 Tue December 14 2021 07:23 AM	<input checked="" type="checkbox"/>	2

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
LEXIPOL, LLC.**

EXHIBIT B
Scope of Work

PROJECT

See attached proposal.



SOLUTIONS PROPOSAL



PREPARED FOR:

Glendale Fire Department
Fire Chief Ryan Freeburg
rfreeburg@glendaleaz.com
(623) 930-4400

PREPARED BY:

Ray Shanahan
rshanahan@lexipol.com

2611 Internet Blvd, Ste 100
Frisco, Texas 75034
(844) 312-9500
www.lexipol.com

Executive Summary

Public safety agencies and local government organizations today face challenges of keeping personnel safe and healthy, reducing risk and maintaining a positive reputation. Add to that the dynamically changing legislative landscape and evolving best practices, and even the most progressive, forward-thinking departments can struggle to keep up.

Lexipol's solutions are designed to save you time and money while protecting your personnel and your community. Our team consists of professionals with expertise in public safety law, policy, state and federal accreditation, training, mental and physical wellness and grants. We continually monitor changes and trends in legislation, case law and best practices and use this knowledge to create policies, training, wellness resources and funding services that minimize risk and help you effectively serve your community.

THE LEXIPOL ADVANTAGE

Lexipol was founded by public safety experts who saw a need for a better, safer way to run a public safety agency. Since the company launch in 2003, Lexipol has grown to form an entire risk management solution for public safety and local government. Today, we serve more than 10,000 agencies and municipalities and 2 million public safety and government professionals with a range of informational and technological solutions to meet the challenges facing these dynamic industries. In addition to providing policy management, accreditation, online training, wellness resources, and grant assistance, we provide 24/7 industry news and analysis through the digital communities Police1, FireRescue1, Corrections1, EMS1 and Gov1.

Our customers choose Lexipol to make an investment in the safety and security of their personnel, their agencies and their communities. We help agencies address issues that create substantial risk, including:

- Inconsistent and outdated policies
- Lack of technology to easily update and issue policies and training electronically
- Unchecked mental health needs of staff
- Difficulty keeping up with new and changing legislation and practices
- Inability to produce policy acknowledgment and training documentation
- Unfamiliarity of city legal resources with the intricacies of public safety law
- The need to secure grant funding for critical equipment, infrastructure and personnel

Lexipol is backed by the expertise of 440 employees with more than 2,075 years of combined experience in constitutional law, civil rights, ADA and discrimination, mental health, psychology, labor negotiations, Internal Affairs, use of force, hazmat, instructional design, federal and state grants and a whole lot more. That means no more trying to figure out policy, achieve accreditation, develop training or wellness content, or secure funding on your own. You can draw on the experience of our dedicated team members who have researched, taught and lived these issues.

We look forward to working with Glendale Fire Department to address your unique challenges.

Scope of Services

Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to lowering liability and risk. Lexipol's Phase 1 policy manual positions a department to pace implementing the full policy manual.

- Fifty-seven policies researched and written by public safety attorneys and subject matter experts
- Policies based on state and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

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- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Fire Procedures

Clear and accessible procedures are imperative to ensure safe, effective and consistent emergency response and personnel interactions. Lexipol's fire procedures, based on national best practices, give you critical operational and administrative procedures as well as a template to build on.

- More than 35 best practice procedures designed to support safe and effective operations
- Tactical procedures address the operations most often cited as contributing to firefighter injury or death as well as the most common call types
- Administrative procedures address the areas of highest legal liability as well as best practices for organizational success
- Scenario-based training reinforces live training
- Mobile-friendly decision trees and checklists prevent essential steps from being missed

A dramatic photograph showing the silhouettes of four firefighters in full gear, including helmets and oxygen tanks, standing in a line against a massive, intense fire. The fire is bright orange and yellow, filling the background. The firefighters are facing the fire, their forms dark against the bright light.

IMPLEMENTATION POLICY TIERS

FIRE & RESCUE

Lexipol's Implementation Policy Tiers provide a proven, systematic approach to implementing policies. Each tier represents about 20% of the manual and includes one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively. Choose one or more tiers to jumpstart your new manual or combine all five for maximum efficiency.

TIER 1 - HIGH-RISK POLICIES

Foundational policies necessary to provide structure and authority to your policy manual, as well as policies addressing high-risk, low-frequency and high-risk, high-frequency incidents.

- Mission Statement
- Philosophy and Goals
- Firefighter Code of Ethics
- Fire Service Authority
- Chief Executive Officer
- Oath of Office
- Policy Manual
- Organizational Structure
- Interim Directives
- Electronic Mail
- Administrative Communications
- Minimum Staffing Levels
- Incident Management
- Fireground Accountability
- Rapid Intervention/Two-In Two-Out
- Response Time Standards
- Performance of Duties
- Line-of-Duty Death & Serious Injury Investigations
- Information Technology Use
- Photography & Electronic Imaging
- Illness and Injury Prevention Program
- Conduct and Behavior
- Personal Appearance Standards
- Work-Related Illness and Injury Reporting
- Temporary Modified-Duty Assignments
- Return to Work
- Member Speech, Expression & Social Networking

TIER 2 - HIGH-LIABILITY POLICIES

Policies that relate to common day-to-day calls for service that have a higher level of potential liability.

- Liability Claims
- Post-Incident Analysis
- Annual Planning Master Calendar
- Emergency Response
- Tactical Withdrawal
- Atmospheric Monitoring for Carbon Monoxide
- Duty Firearms and Use of Force
- Fire Inspections
- Permits
- Fire Investigations
- Code Enforcement
- Pre-Hospital Care Reports
- Patient Refusal of Pre-Hospital Care
- Advance Health Care Directives
- Controlled Substance Accountability
- Training Records
- Personal Communication Devices
- Non-Official Use of Department Property
- Records Management
- Release of Records
- Subpoenas and Court Appearances
- Patient Medical Record Security and Privacy
- Occupational Safety and Health Inspections
- Notification of Illness, Injury or Death
- Personal Protective Equipment
- Hazardous Energy Control
- Personal Firearms
- Discriminatory Harassment
- Workplace Violence
- Smoking and Tobacco Use
- Drug- and Alcohol-Free Workplace
- Nepotism and Conflicting Relationships
- Anti-Retaliation

TIER 3 - DAILY OPERATIONS POLICIES

Policies needed for orderly daily operations of your organization.

- Emergency Action Plan and Fire Prevention Plan
- Training Policy
- Conflict of Interest
- Solicitation of Funds
- Safely Surrendered Baby Law
- News Media and Community Relations
- Child Abuse
- Disposition of Valuables
- Adult Abuse
- Traffic Collisions
- Community Volunteer Program
- Ride-Along Program
- Fire Apparatus Driver/Operator Training
- CPR and Automated External Defibrillator Training
- Vehicle & Apparatus Inspections, Testing, Repair & Maintenance
- Communicable Diseases
- Soft Body Armor
- Respiratory Protection Program
- Personal Alarm Devices
- Hazard Communication
- Reporting for Duty
- Personnel Complaints
- Personnel Records
- Grievance Procedure
- Critical Incident Stress Debriefing
- Uniform Regulations
- Badges
- Identification Cards
- Release of HIPAA-Protected Information
- Line-of-Duty Death
- Line-of-Duty Death and Serious Injury Notification
- Family and Medical Leave
- Military Leave
- Driver License Requirements
- DOT Drug and Alcohol Testing

TIER 4 - PERSONNEL PROTECTION POLICIES

Policies essential to protecting community members' rights and the safety of personnel.

- Aircraft Operations
- Staging
- High-Rise Incident Management
- Alternative Materials & Methods Requests
- Community Fire Station Visitation Program
- Fireworks Displays
- Maximum Occupancy - Overcrowding
- Juvenile Firesetter Referrals
- Fire Watch Services
- Medical Supplies
- Communicable Disease Training Program
- Emergency Action Plan & Fire Prevention Plan Training
- Hazard Communication Program Training
- Hazardous Materials (HAZMAT) Training
- Hearing Conservation & Noise Control Training
- Heat Illness Prevention Training
- Health Insurance Portability & Accountability Act (HIPAA) Training
- National Incident Management System (NIMS) Training
- Repetitive Motion Injuries & Ergonomics Training
- Respiratory Protection Training
- Wildland Fire Shelter Deployment Training
- Firefighter Health, Safety & Survival Training
- Use of Department-Owned & Personal Property
- Use of Department Vehicles
- Mobile Data Terminal Use
- Knox-Box® Access
- Communications Operations
- Public Alerts
- High-Visibility Safety Vests
- Apparatus/Vehicle Backing
- Heat Illness Prevention Program
- Health & Safety Officer (HSO)
- Vehicle Seat Belts
- Wellness and Fitness Program
- Physical Fitness

TIER 5 - OPERATIONAL CONSISTENCY POLICIES

Policies needed to ensure operational consistency across your organization.

- Elevator Entrapments
- Elevator Restrictions During Emergencies
- Swiftwater Rescue and Flood Search & Rescue Responses
- Confined Space Rescue
- Wildland Firefighting
- Trench Rescue
- Carbon Monoxide Detector Activations
- Hazardous Materials Response
- Scene Preservation
- National Fire Incident Reporting System (NFIRS)
- Grocery Shopping On-Duty
- Chaplains
- Active Shooter & Other Violent Incidents
- Hazardous Materials Disclosures
- Latex Sensitivity
- Fire Station Safety
- Ground Ladder Testing
- Recruitment & Selection
- Performance Evaluations
- Promotions and Transfers
- Position Descriptions
- Classification Specifications
- Career Tracks
- Fire Officer Development
- Educational Incentives
- Tuition Reimbursement
- Emergency Recall
- Overtime
- Outside Employment
- Personal Projects On-Duty
- On-Duty Voting in Statewide Elections
- Commendations & Meritorious Service
- Lactation Breaks
- Family Support Liaison
- Funerals
- Facility Security
- Emergency Power
- Wastewater Discharge
- Department-Owned Fuel Storage Tanks
- Flag Display

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
LEXIPOL, LLC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Pursuant #3 of this Agreement and pricing pursuant to Sourcewell RFP#011822, Exhibit A.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$180,000.00 for the entire term of the Agreement.

DETAILED PROJECT

COMPENSATION See attached price quote.

Proposal

Prepared By: Ray Shanahan
 Phone:
 Email: rshanahan@lexipol.com

Quote#: Q-59243-1
 Date: 4/6/2023
 Valid Through: 7/5/2023

Overview

Lexipol empowers first responders and public servants to best meet the needs of their residents safely and responsibly. We are the experts in policy, training and wellness support, committed to improving the quality of life for all community members. Our solutions include state-specific policies, online learning, behavioral health resources, funding assistance, and industry news and information offered through the websites Police1, FireRescue1, EMS1 and Corrections1. Lexipol serves more than 2 million public safety and government professionals in over 10,000 agencies and municipalities. The services proposed below are designed to meet your agency's specific goals and needs.

June 1, 2023 - June 30, 2023

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Fire Policy Phase 1 Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures (Start: 6/1/2023 End: 6/30/2023)	USD 1,136.33	5%	USD 56.82	USD 1,079.51
Subscription Line Items Total				USD 56.82	USD 1,079.51
1	Fire Standard Policy Cross-Reference	USD 4,620.00	5%	USD 231.00	USD 4,389.00
One-Time Line Items Total				USD 231.00	USD 4,389.00
				USD 287.82	USD 5,468.51
June 1, 2023 - June 30, 2023 Discount:					USD 287.82
June 1, 2023 - June 30, 2023 TOTAL:					USD 5,468.51

July 1, 2023 - June 30, 2024

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Fire Policy Manual & Daily Training Bulletins (Start: 7/1/2023 End: 6/30/2024)	USD 17,231.00	5%	USD 861.55	USD 16,369.45
1	Annual Fire Supplemental Manual(s) (Start: 7/1/2023 End: 6/30/2024)	USD 3,316.00		USD 0.00	USD 3,316.00
1	Annual Fire Procedures (Start: 7/1/2023 End: 6/30/2024)	USD 2,275.00		USD 0.00	USD 2,275.00
Subscription Line Items Total				USD 861.55	USD 21,960.45
				USD 861.55	USD 21,960.45
July 1, 2023 - June 30, 2024 Discount:					USD 861.55
July 1, 2023 - June 30, 2024 TOTAL:					USD 21,960.45

*Fire pricing is based on 300 Fire Authorized Staff.

The foregoing pricing has been prorated for the benefit of Agency and Agency therefore agrees that they will waive the right to cancel this agreement until the end of the first renewal period.

Discount Notes
5% Sourcewell