

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ENVISAGE TECHNOLOGIES LLC**

This Linking Agreement (“Agreement”) is entered into as of this 13th day of August, 2024, between the City of Glendale, an Arizona municipal corporation (“City”), and Envisage Technologies LLC, an Delaware Limited Liability Company, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On July 27, 2021, under the Sourcewell Cooperative Purchasing Agreement, Sourcewell, entered into a contract with Contractor to purchase the goods and services described in the Sourcewell RFP #051321-ENV (“Cooperative Agreement”), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows 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 wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City’s cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

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.

- A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was July 27, 2021, until the date the contract terminates on July 27, 2025, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond July 27, 2026. The initial period of this Agreement is the period from the Effective Date of this Agreement until July 27, 2025.
- B. The City may extend the term of this Agreement for one (1) annual extension if the Cooperative Agreement is likewise extended and the City gives the Contractor notice that it is exercising its option to extend this Agreement 30 days prior to the anniversary of the Effective Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

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 Ninety-seven thousand five hundred dollars (\$97,500.00) for the entire term of the Agreement (initial term plus any extensions).
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. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - a. the forced labor of ethnic Uyghurs in the People’s Republic of China;
 - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
 - c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

11. 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 Dave Jensen, Division Chief
11550 W. Glendale Avenue.
Glendale, AZ 85307

and

Envisage Technologies, LLC
Mark Catone, Senior Director
101 N. Kirkwood, Suite 200
Bloomington, IN 47404
proposals@envisagenow.com

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"

Envisage Technologies, LLC,
an Indiana Limited Liability Company

By:



Name: Mark Catone
Title: Senior Director

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ENVISAGE TECHNOLOGIES LLC**

**EXHIBIT A
SOURCEWELL RFP #051321-ENV**



Solicitation Number: RFP #051321

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Envisage Technologies, 101 N. Kirkwood, Suite 200, Bloomington, IN 47404 (Vendor).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires July 27, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

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

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell 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 Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcwell'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 Sourcwell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcwell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcwell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

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

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

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

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

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

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

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

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

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

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

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

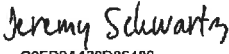
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements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

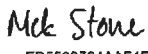
22. CANCELLATION

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


Sourcewell

Envisage Technologies

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/23/2021 | 6:36 AM CDT

DocuSigned by:

By: FD5508704AAF4F8...
Nick Stone
Title: CFO
Date: 7/27/2021 | 1:59 PM PDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 7/27/2021 | 5:50 PM CDT

RFP 051321 - Public Safety Software

Vendor Details

Company Name: Envisage Technologies
Address: 101 N. Kirkwood, Suite 200
Bloomington, IN 47404
Contact: Greg Ryhal
Email: proposals@envisagenow.com
Phone: 812-330-7101
Fax: 812-330-7101
HST#: 74-3107781

Submission Details

Created On: Thursday May 06, 2021 12:06:59
Submitted On: Thursday May 13, 2021 14:35:56
Submitted By: Greg Ryhal
Email: proposals@envisagenow.com
Transaction #: 71cc7658-bd4f-46bc-9011-3341aeca2d83
Submitter's IP Address: 12.216.108.66

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Envisage Technologies
2	Proposer Address:	101 N. Kirkwood, Suite 200 Bloomington, IN 47404
3	Proposer website address:	www.envisagenow.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Nick Stone, CFO 101 W. Kirkwood Ave, Suite 200 Bloomington, IN 47404 nick.stone@envisagenow.com 812-330-7101
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Hillary Person, Affiliate Project Manager 101 W. Kirkwood Ave, Suite 200 Bloomington, IN 47404 hillary.person@envisagenow.com 812.330.7101
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A - No other contacts

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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<p>7</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>Envisage Technologies is a leading provider of training management systems for federal, state, and local public safety training organizations across the United States. Since our founding in 2001, our goal has been to ensure that public safety professionals are trained, equipped, and mission ready, and that their training and compliance management tools remain relevant, timely, and designed to meet the unique and complex demands of their profession. Because of this ongoing commitment to our clients and the greater industry we serve, the public safety can be assured that the Envisage team, if chosen, will be a focused and knowledgeable partner.</p> <p>We offer the following solutions and services to support our customers:</p> <ul style="list-style-type: none"> • Acadis Readiness Suite — A comprehensive, modular training management framework for training and compliance organizations, Acadis is a Commercial-off-the-Shelf (COTS) software solution that supports federal, state and local agencies in their public safety efforts. • Software Development — Full lifecycle enterprise software development and funded feature enhancements. • Professional Services —Project management, training modernization consulting, Acadis configuration and implementation, software training, data migration/importation consulting (definition and management of data migration activities, data reviews, issue identification, strategy planning, pilot testing, etc.), database administration, technical support, and help desk services are included with all Acadis installations. Envisage can provide full post-consultation data migration services, if desired, which includes an in-depth data migration discovery meeting with the client. The discovery meeting and access to sample client data will allow Envisage to provide a cost estimate for full data migration services. <p>At Envisage, we are passionate about helping those who have a mission to help and protect others. Based on our significant experience with evolving Public Safety training processes, we work closely with our customers to find ways to modernize processes, enable the achievement of measurable results, and eliminate redundant costs by incorporating proven best practices into a single, comprehensive training and compliance ecosystem.</p> <p>Designed to streamline training processes, increase visibility and access to training and testing, simplify reporting, and effectively track compliance, Acadis is a trusted training management solution for the U.S. Department of Defense, U.S. Department of Homeland Security, U.S. Department of Justice, U.S. Department of State, U.S. Department of Veterans Affairs, is deployed across more than 30 state agencies. Over the past year, state agencies in Georgia, Maryland, Missouri, South Dakota, and Texas have invested in the Acadis Readiness Suite. With these investments, Acadis is supporting public safety agencies or metropolitan departments in 40 U.S. states. Acadis supports over two million public safety professionals.</p> <p>In addition to marketplace success, Envisage has the financial viability and ability to sell and deliver services that Sourcwell seeks in its participating vendors. Following a growth equity investment in 2020 by Norwest, a leading investment firm (see Wall Street Journal story here: Norwest Invests in Software Service Provider for First Responders (wsj.com)), Envisage has restructured its sales and support departments to expand already-successful approaches and make improvements based on industry-best practices proven successful with other growing companies. Norwest's investment has allowed Envisage to rapidly scale operations focused on accelerating the provision and ongoing development of Acadis to meet increasing customer demand and address critical needs of Public Safety personnel.</p>
<p>8</p>	<p>What are your company's expectations in the event of an award?</p>	<p>We expect that the Sourcwell contract opportunity will prove useful for many potential customers in purchasing the Acadis Readiness Suite more efficiently and quickly. This product is already very successful in the Public Safety marketplace. However, there are many customers who would like a less time consuming and expensive process to purchase Acadis that will meet governmental procurement guidelines and assure the purchase of this leading LMS for Public Safety agencies in federal, state and local government at a competitive price. We expect that we will be a strong addition for Sourcwell in achieving its motto of government helping government, especially in the law enforcement, fire, emergency preparedness, homeland security, corrections, and military industries within Public Safety. The Acadis Readiness Suite is a leading solution in the government Public Safety industry that will enhance Sourcwell's ability to achieve its goal of empowering community successes.</p> <p>We also expect to make the Sourcwell contract opportunity a part of our everyday marketing and sales process. Envisage will make every effort through our marketing and sales teams to make Public Safety agencies aware of this contract opportunity and will ensure that Sourcwell participating entities who purchase Acadis receive outstanding service to help them achieve their training and learning management goals.</p>

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>A signed copy of the letter below has been uploaded in the documents section.</p> <p>May 4, 2021</p> <p>CONFIDENTIAL FINANCIAL INFORMATION. PER Va. Code § 2.2-4342 and § 2.2-3705.6(10), DO NOT DISCLOSE WITHOUT PERMISSION</p> <p>To Whom it May Concern,</p> <p>The purpose of this letter is to summarize the sound financial health of Envisage Technologies, LLC ("Envisage"). Envisage has been in business for ~20 years and maintains a loyal and growing client base spanning the local, state, and federal levels of government. With profitable revenue growth and solid liquidity, we are well positioned to continue providing industry leading software solutions for the evolving needs of public safety leaders well into the future. Included below is selected financial information to further substantiate Envisage's fiscal integrity. The Company completed a full financial audit for fiscal year 2019. The FY2020 audit in process as of the date of this letter.</p> <p>Year--2018--2019--2020</p> <p>Billings--\$16,322,000--\$20,887,000--\$21,755,000</p> <p>Revenue--\$17,690,000--\$17,306,000--\$20,007,000</p> <p>Gross Profit--\$12,278,000--\$10,944,000--\$14,480,000</p> <p>EBITDA--\$8,263,000--\$6,185,000--\$5,536,000</p> <p>Line of Credit--\$1,500,000--\$5,000,000--\$3,000,000</p> <p>Unused Line of Credit--\$1,500,000--\$5,000,000--\$3,000,000</p> <p>Head Count--107--124--132</p> <p>Audit/Review--Review--Audit--Unaudited (Audit in process)</p> <p>Respectfully,</p> <p>Nick Stone Chief Financial Officer</p> <p>Envisage Technologies, LLC 101 W. Kirkwood Ave., Suite 200 Bloomington, IN 47404</p>
10	What is your US market share for the solutions that you are proposing?	To our knowledge, information about US market share for learning management systems in the public safety market is not available. We believe that we have the largest market share serving this specific market.
11	What is your Canadian market share for the solutions that you are proposing?	Envisage does not have any customers in Canada. We would be glad to sell, install and fully support our product to customers in Canada.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	A software manufacturer. Our sales and service force are internal Envisage employees.

14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Acadis is FedRAMP authorized at the Moderate Impact Level. FedRAMP -- the Federal Risk and Authorization Management Program -- is a government program that provides oversight and direction on how cloud-based services are evaluated for security and ultimately authorized for use within federal agencies. It is designed to help federal agencies leverage the security evaluation of a commercial cloud service that has been authorized by another federal agency. It also enables commercial cloud services to be authorized for use across the entire federal government. Specifically developed to safeguard data in the cloud, FedRAMP is a certification which State and Local government Public Safety agencies also value because of the sensitive nature of their data. In its States Cybersecurity Principles and Best Practices document, the IT Alliance for the Public Sector (ITAPS) suggests that state agencies "should avoid trying to reinvent the wheel" and take advantage of the standardized cybersecurity offered by FedRAMP-authorized solutions.</p> <p>Acadis has been issued Authorities to Operate from several divisions of the U.S. Department of Homeland Security, as well as the U.S. Department of Justice, U.S. Department of State, and U.S. Department of Veterans Affairs.</p> <p>Envisage also holds license to do business in each state where our clients operate and an export classification through the U.S. Bureau of Industry and Security. Envisage staff who have access to client data have passed background checks and have federal security clearances.</p>
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Envisage Technologies has no Suspension or Debarment information to report.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Made in the Midlands Best and Most Innovative Manufacturers, 2020 https://www.insidermedia.com/news/midlands/2020-made-in-the-midlands-winners-revealed</p> <p>Fast 15 Award – Bloomington Indiana’s Fastest Growing Companies, 2019 https://www.envisagenow.com/resource/envisage-named-one-of-areas-fastest-growing-companies-2</p> <p>Exceptional Employer Award “Best in Indiana” Finalist – Techpoint MIRA awards for Indiana Tech companies that are doing an exceptional job of hiring and developing talent, cultivating workspaces and workplace culture, and deliberately increasing diversity, 2019 https://techpoint.org/2019/02/mira-awards-nominees-2019/</p> <p>Company of the Year, Dimension Mill FUSE Awards, Honoring the accomplishments of Bloomington’s growing technology and innovation community, 2017. https://www.envisagenow.com/resource/envisage-named-company-of-the-year-at-2017-fuse-award</p> <p>Media recognition:</p> <p>Analytics Insight, Addressing Misconduct in Law Enforcement – The Flaws of Predictive Analysis and Early Warning System, 4/10/2021 https://www.analyticsinsight.net/addressing-misconduct-in-law-enforcement-the-flaws-of-predictive-analytics-and-early-warning-systems/ This article by Envisage CEO Ari Vidali is part of an in-depth series of initiatives, including the development of an Internal Affairs Case Management module in Acadis, in which Envisage has provided leadership in addressing the national police misconduct crisis.</p> <p>Inside Indiana Business, Envisage Technologies Adds Indy Software Company, 3/23/2021: https://www.insideindianabusiness.com/story/43541610/envisage-technologies-adds-indy-software-company</p> <p>CRN News, Analysis and Perspectives for Solution Providers and Technology Integrators, AWS Competencies Launch in Travel, Energy, Mainframe Migration, 12/4/2020 https://www.crn.com/news/cloud/aws-competencies-launch-in-travel-energy-mainframe-migration This article highlights Envisage as one of 16 technology partners in the new AWS Public Safety Disaster and Response Competency.</p> <p>NBC News, Politicians have expressed interest in a national police database. One already exists, 10/20/2020: Politicians have expressed interest in a national police database. One already exists. (nbcnews.com) Quoting Envisage CEO Ari Vidali.</p> <p>Wall Street Journal, Norwest Invests in Software Provider for First Responders. 2/19/2020: https://www.wsj.com/articles/norwest-invests-in-software-service-provider-for-first-responders-11582113600</p> <p>GCN The Technology that Drives Government IT, How Tech Supports Police Accountability, 10/29/2020, https://gcn.com/articles/2020/10/29/police-training.aspx</p> <p>Government Technology: VaultRMS Acquired, Makes Its Software Free, 4/23/2018, https://www.govtech.com/biz/vaultrms-acquired-makes-its-software-free.html</p>
17	What percentage of your sales are to the governmental sector in the past three years	100%
18	What percentage of your sales are to the education sector in the past three years	<p>The Texas A&M University Forest Service purchased Acadis in 2019. Its first-year purchase of \$118,185.71 and subsequent year purchases of Acadis user licenses for \$32,192.16 amount to less than one percent of total sales. The University of Utah also recently selected Envisage for a software contract that will be executed soon. However, if the education sector is defined to include Public Safety training academies, a large percentage of our sales is in the education sector. Acadis is currently contracted with dozens of statewide training academies and large federal training academies.</p>
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Envisage holds the following cooperative purchasing contracts:</p> <ul style="list-style-type: none"> • California: SLP, CMAS • New Jersey: ITS42/M0003 • New Mexico: State Price Agreement • New York: Cooperative Purchasing Agreement #CM02000 <p>Contract--2018--2019--2020=3-Year Total California--\$0--\$29,050--\$29,000=\$58,050 New Jersey--\$0--\$11,926--\$118,541=\$130,467 New Mexico--\$84,040--\$0--\$236,412=\$320,452 New York--\$3,023,778--\$0--\$0=\$3,023,778</p>
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Envisage holds a GSA Schedule Contract GS-35F-0058N. Our annual sales volume for each of the past three years was \$2,971,048 in 2018, \$4,893,861 in 2019 and \$4,064,462 in 2020.</p>

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Utah POST Academy	John Jacobs	801-256-2304
Kentucky Fire Commission State Rescue Training	Marc Rudder	853-256-3189
U.S. Customs and Border Patrol	Mark Copanzzi	304-535-5437

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
U.S. Customs and Border Protection (CBP)	Government	New Mexico - NM	CBP uses Acadis to manage training for more than 75,000 personnel including more than 40 large-scale training sessions annually that enhance the knowledge and skills of approximately 8,000 students. Collaborating closely with our client contacts at CBP, we carefully analyzed all the issues to ensure we could accurately define the business requirements. Once those requirements were defined and approved, we suggested a solution that would make the best use of available tools. The new approach offered considerable benefits to CBP, eliminating time, expense, and complexity as well as anchored training with increased security and accessibility, a new standardized business processes to be used to manage the academy's reporting.	\$12,635,408 5-year contract	\$6,125,829
U.S. Department of State, Diplomatic Security (DS)	Government	Maryland - MD	DS protects 275 U.S. diplomatic missions and their personnel overseas, securing critical information systems, and fighting the war on terrorism. Both directly and through FASTC (DS's new \$250M training facility), Acadis provides DS the tools to manage the training of Diplomatic Security forces who are deployed all over the world.	\$6,301,583.46 5-year contract	\$5,535,344
U.S. Federal Protective Service (FPS)	Government	Georgia - GA	Acadis training management, online course delivery, learner and instructor scheduling, registration, testing, document management, compliance management, performance management, readiness inventory management, survey management, and workforce management services to 14,000 FPS employees and contractors.	\$9,162,806.33 5-year contract	\$5,280,193
U.S. Department of State, Anti-Terrorism Agency (ATA)	Government	Maryland - MD	ATA provides public safety training across the world through mobile training teams (MTTs). Envisage implemented the Acadis Readiness Suite to manage the full range of complex training operations. We help ATA plan, deliver, manage, track, evaluate, and report high risk training delivered across the world.	\$8,053,816 5-year contract	\$3,489,433
Department of Justice, Drug Enforcement Administration Office of Training (DEA)	Government	Virginia - VA	DEA uses Acadis to manage their Academy in Quantico, VA as well as the training records of all DEA Agents.	\$3,663,425 5-year contract	\$2,699,961

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
23	Sales force.	<p>Envisage has a well-organized and trained sales staff that is fully capable of selling Acadis through the Sourcewell contract vehicle. Our 12-person sales department led by an Executive Vice President of Sales and market-focused sales directors. The sales organization is divided into two groups, one focused on State and Local agencies and one focused on Federal agencies. Each member of our team of Key Account Executives is assigned to focus on a geographic territory, allowing for long-term relationship building. In addition, this allows a sales lead to work with Sourcewell participating entities in each of the following territories –North Central, Northeast, South Central and Southeast and West regions, as well as the Key Account Sales Executives focused on Federal prospects and customers. Our Key Account Executives and Sales Leaders are seasoned public safety sales professionals with over 120 years of combined experience selling into this space.</p> <p>Supporting our sellers is a team of people responsible for solution engineering, partner management and reseller programs, and pricing & proposal response. There is also a twelve-person marketing department with six people focused on outbound prospecting We also have an event coordinator who manages our participation in frequent public safety industry conferences and events. There is a team focused on generating traffic via our website, social media, webinars and blog posts. The Sales and Marketing team members are all internal Envisage employees.</p> <p>Our ability to sell and deliver Acadis is demonstrated by our list of selected current federal, state and local clients provided below:</p> <p>Federal Clients U.S. Department of Defense • Peace Officer Standards and Training Commission U.S. Department of Energy • Counterterrorism Operations Support U.S. Department of Homeland Security • Citizenship and Immigration Services • Customs and Border Protection • Federal Air Marshals Service • Federal Protective Service • Immigration and Customs Enforcement • Office of Intelligence & Analysis • Transportation Security Administration Canine Training Center • Transportation Security Administration Training Academy U.S. Department of the Interior • Fish and Wildlife Service U.S. Department of Justice • Drug Enforcement Administration Office of Training U.S. Department of State • Bureau of Diplomatic Security Foreign Affairs Security Training Center • Office of Antiterrorism Assistance U.S. Department of Veterans Affairs • Federal Law Enforcement Training Academy</p> <p>State Clients Alaska Division of Homeland Security and Emergency Management Alaska Police Standards Council Arizona Department of Emergency and Military Affairs Arkansas Commission on Law Enforcement Standards and Training/ Law Enforcement Training Academy California Department of Forestry and Fire Protection – State Training Unit California Department of State Hospitals Georgia Department of Public Safety – Georgia State Police Indiana Department of Homeland Security Kansas Highway Patrol Kansas Law Enforcement Training Center Kentucky Department of Criminal Justice Training Kentucky Fire Commission State Fire Rescue Training Massachusetts Municipal Police Training Committee Missouri State Highway Patrol Nebraska State Patrol New Jersey Police Training Commission New Mexico Department of Public Safety New York Division of Criminal Justice Services New York Division of Homeland Security and Emergency Services North Carolina Justice Academy North Carolina Department of Justice Ohio State Fire Marshal Oregon Department of Public Safety Standards and Training South Carolina Criminal Justice Academy South Dakota Law Enforcement Training Center Tennessee Corrections Institute Tennessee Emergency Management Agency Tennessee Fire Service and Codes Enforcement Academy Texas A&M Forest Service Texas Department of Public Safety Utah Department of Corrections Utah Highway Patrol Utah POST Training Academy Washington Criminal Justice Training Commission West Virginia Division of Justice and Community Services Wisconsin Department of Justice Wyoming Law Enforcement Academy Wyoming POST</p>

		<p>Local Clients Baltimore Police Department Chicago Police Department El Paso County (CO) Sheriff's Office Lakewood (CO) Police Department Memphis Police Department Milwaukee Police Department Monmouth County (NJ) Police Academy Ogden (UT) Police Department Oklahoma City Police Department Rockland County (NY) Police Academy Salt Lake City Police Department Washington, DC Metropolitan Police Department Westminster (CO) Police Department</p>
24	Dealer network or other distribution methods.	<p>Envisage does not use a dealer network. However, we do work with select resellers throughout the U.S. to leverage their contract vehicles or unique business classifications. In the Federal space, we have resellers that qualify for small business, hub zone, native American and other categories required for specific projects or contracts. For the State and Local markets we work with resellers that are required for State Contract vehicles in CA, NJ, VT, MO and other states. We have a Partner Manager that is responsible for continually exploring relationships with resellers and partners as we evaluate our go to market approach.</p>
25	Service force.	<p>Customer success is our focus from the very beginning of every client relationship. Our customer care team has recently been expanded to more than 30 staff members to provide the proactive service Envisage customers deserve. They are all internal Envisage staff. Our Acadis onboarding and implementation processes are flexible and proven effective. We have 20 years of experience implementing solutions for organizations of all sizes.</p> <p>Envisage is dedicated to providing consistent, easily accessed, ongoing support, which is another key to customer success. Our training program creates Subject Matter Experts (SMEs) who can distribute their knowledge among the client staff. At the same time, regular meetings with Software Project Consultants and Customer Account Managers will ensure that client staff have ample opportunity to ask questions and share ideas for expanding their use of Acadis. As the contract progresses and client personnel become more fluent with Acadis, the regular contact calls will become less frequent, but the weekly User Demonstrations will continue for all customers and Envisage support is always available. The online Acadis Readiness Community extends the customer feedback loop to 24/7 and offers answers to frequently asked questions and opportunities to network with other customers to explore best practices. We want our customer experience to be different from the typical software purchase, and we strive to inspire our customers not only to make the most of Acadis, but to champion the solution to others in the industry. We share a few of our clients' experiences at www.envisagenow.com/customer-stories.</p>
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Envisage's customer service program includes an implementation phase, software training, and ongoing customer care and help desk support, which are described below.</p> <p>SAMPLE IMPLEMENTATION TIMELINE</p> <p>a. Project Preparation: Kick-off Meeting</p> <p>Envisage will coordinate the project kick-off meeting, providing a forum for the introduction of all team members, reviewing key contract elements, managing shared expectations, identifying roles and responsibilities, introducing the Integrated Project Team (IPT), determining communication strategies and setting the weekly project meeting schedule. Deliverable: Scheduled meeting Time Frame: One (1) week after contracting</p> <p>b. Acadis Readiness Suite Software – Installation</p> <p>Envisage will provide the client with a hosted instance of Acadis in our secure hosting environment with all purchased licenses assigned. An optional RapidStart will provide two Envisage staff to work at the customer site for three to five days (billed at an hourly rate, plus travel expenses) to provide in-depth business analysis for rapid installation, including current and planned uses of data and relationship-building with team members. Deliverable: Hosted production instance of Acadis Time Frame: One (1) week after contracting</p> <p>c. Implementation Planning</p> <p>Envisage staff will meet with the clients's subject matter experts (SMEs) to demonstrate the software and map Acadis functionality to client's systems/business processes. The purpose of this analysis will be to create plans for the project itself, including data import, testing, and training. Deliverable: High-level plan with recommended durations Time Frame: Six (6) weeks after contracting</p> <p>d. Setup and Configuration of Global Preferences and Labels</p> <p>Envisage will work with the client's system administrators to set up baseline elements, such as Acadis user interface values, Fiscal Year settings, custom branding of web pages, and automated email notifications. Deliverable: Baseline configuration of the required Acadis modules Time Frame: Four (4) weeks after installation</p> <p>e. Configuration of Customer-Specific List Values and User-Defined Fields</p> <p>Acadis includes the ability to manage custom lists and user-defined fields throughout the system as a means to match client terminology as closely as possible. The dynamic list management functions allow users to create and define drop down lists, further ensuring standardization within the system. This provides flexibility for the client to define standard terminology within Acadis without the cost of programmers to modify system variables. This also supports the importation of legacy data to</p>

appropriate list fields within Acadis.

Deliverable: Assistance in selecting custom settings for Acadis modules

Time Frame: Eleven (11) weeks after installation

f. Managing Client Data Migration from Legacy System(s)

Acadis includes a variety of tools and methods to assist our clients in successfully migrating their legacy data directly into Acadis. As a funded contract component, the Software Project Consultant assigned to the project will provide management and support as the client's staff migrate the appropriate data from identified data sources into the Acadis environment. Envisage can provide full post-consultation data migration services, if desired, which includes an in-depth data migration discovery meeting with the client. The data import activities involve planning, identifying, and analyzing existing data and conversion requirements, preparing conversion specifications, developing and testing conversion strategies, and, finally, the conversion and migration of data. A team review of migrated data verifies data consistency, format and completeness.

Deliverable: Definition and management of data migration activities (e.g., meetings, data reviews, issue identification, strategy planning, pilot testing, etc.); completion of legacy data migration into the target Acadis database schema

Time Frame: Within 120 days of contracting.

g. Training on Purchased Modules

A comprehensive training strategy will help ensure the client achieves the maximum return on investment when implementing and deploying the Acadis Readiness Suite. Envisage will work with the client's staff and SMEs who can support other users for sustainable long-term success.

Deliverable: Training for Acadis modules

Time Frame: Six (6) weeks after data migration

h. System Implementation – Production Go Live

Based on the successful completion of all project activities and deliverables – as well as real-time input from the IPT – the client installation will be transitioned to "go live" status.

Deliverable: "Go Live" with Acadis in production environment

Time Frame: TBD (dependent upon overall client readiness)

i. Ongoing Client Support

Envisage will provide project consulting and recommendations to the client throughout the implementation process, as well as Help Desk/customer care support, and weekly meetings to discuss configuration and demonstrations of new functionality. Envisage will also provide comprehensive user training for the SMEs, trainers and key administrators identified by the client. As part of the Acadis Software Assurance Plan, Envisage will provide Acadis training to the appropriate staff for each delivered release. The Acadis Software Assurance Plan also includes regular updates/upgrades to your software. These updates occur approximately every eight (8) weeks, with demonstrations of new functionality presented weekly as part of our User Group Meetings. Release Notes, provided with each new release, outline the changes and new features reflected in the update.

Deliverable: Regularly scheduled meetings with software demonstrations, releases/updates

Time Frame: Ongoing

CUSTOMER CARE AND HELP DESK SUPPORT

Envisage provides Tier Two support of issues, questions, or problems specific to the Acadis application and work processes as part of the standard software subscription. The Acadis Help Desk will investigate issues, and provide user assistance and on-the-spot training and guidance. The Acadis Help Desk will also serve as the means for requesting enhancements to Acadis functionality.

Our Help Desk support team is available by phone and email Monday through Friday from 8:30 am – 8:00 pm Eastern Time. Outside of these standard hours, Envisage maintains an on-call support team that is available 24/7 (including holidays) via our support telephone line. They are capable of handling urgent issues and empowered to call in additional resources, as needed. Envisage assigns to the client a Software Project Consultant responsible for the management of the Acadis implementation process, and a Customer Care Agent who will support the client post-implementation.

Envisage maintains a comprehensive system in which we track all change requests and problem reports. Our Help Desk team prioritizes and assigns all calls that are not immediately resolved, with most issues solved during the call.

Our support services include:

- Continuum of personalized support with assigned Care Account Agent
- Monthly status calls
- Solutions strategies
- Weekly customer product demonstrations
- Ongoing training
- Real-time feedback for ongoing product development
- On-demand Help Desk support: standard hours M – F, 8:30 am – 8:00 pm ET, with on-call after-hours support
- Release Notes for each new version of Acadis
- Assistance with custom Advanced Data Exports
- Ongoing development of content for Acadis Knowledge Base

A response times chart has been uploaded in the documents section.

Performance Incentives: Envisage has a 99.5% software availability guarantee, excluding unavailability as a result of planned maintenance, unplanned emergency maintenance, and events outside of Envisage's control (Service Level Guarantee). The client will be issued a service credit equal to 5% of its monthly apportioned software costs for each full percentage point below the Service Level Guarantee in any given month, up to 100% of costs.

		<p>SOFTWARE TRAINING</p> <p>A comprehensive and effective training strategy will ensure that Sourcewell participating entities achieve the maximum return on investment when implementing and deploying the Acadis Readiness Suite. Our training approach is designed to achieve skills mastery within a group of core Acadis specialists – including participating entities Subject Matter Experts (SMEs) and staff – who can, in turn, successfully train and mentor other users toward sustained success and self-sufficiency.</p> <p>Integrated Training</p> <p>A key benefit of the Envisage Agile approach is that training opportunities occur naturally as part of the agency's ongoing relationship with Envisage. These frequent opportunities include:</p> <ul style="list-style-type: none"> • Acadis feature reviews as part of project status meetings • Hands-on working sessions in Acadis with each agency's Software Project Consultant <ul style="list-style-type: none"> o Exploring the features in Acadis o Identifying opportunities to re-engineer existing business processes to leverage Acadis capabilities • Weekly User Group Demonstrations, available for all current customers • Customers with Envisage Software Assurance can also schedule on-demand, feature-specific training sessions coordinated through the Envisage <p>Customer Care Team</p> <p>Resulting from the various integrated training opportunities throughout the project implementation, key stakeholders and SMEs will typically be familiar with much of the Acadis functionality.</p> <p>Optional Training</p> <p>As part of an agency's contract – or purchased separately – Envisage can also provide customized training for the agency's team, including train-the-trainer sessions. Envisage will use a time-tested approach to deliver effective and efficient training tailored for each agency. Since our process focuses on the client, we will work together with the agency team to determine the approach that best balances the aggregation of knowledge against applying that knowledge to their business processes.</p>
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Envisage is fully willing and able to provide the Acadis Readiness Suite to Sourcewell participating entities throughout the United States. We already provide Acadis to customers in nearly 40 states and have our sales and support teams organized to serve the entire country. *
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Envisage is willing and able to provide the Acadis Readiness Suite to Sourcewell participating entities in Canada. We have bid on several competitive opportunities in Canada in the last two years, but haven't been successful in those efforts so far. The only potential barrier we see for some participating entities in Canada is that further development of Acadis would be necessary to provide it as a fully bilingual platform. We have taken steps to prepare for this development when it is needed. Within current functionality, clients can load and use SCORM-compliant training in the LMS that is in French or any language. *
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic areas of the United States or Canada that we will not be fully serving. *
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no Sourcewell participating entity sectors listed above that we are not willing or able to serve. Our key target market is government Public Safety agencies, including the federal, state, and local level. This sometimes includes educational institutions. The University of Texas A&M, for instance, is a current client for a Public Safety project and the University of Utah will also soon become a client for a Public Safety project. *
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Envisage has no specific contract requirements or restrictions that would apply to entities in Hawaii, Alaska, or in U.S. Territories. We offer in-person training and/or remote training via webcast to all of our clients. Customers that are farther from our headquarters in Bloomington, IN, might choose to use remote training rather than pay for our staff to travel to their location. In either case, we will ensure they receive full training on using the software and have ongoing access to training and support throughout their use of Acadis. *

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Envisage’s marketing strategy for promoting the Sourcewell contract opportunity will focus on: 1) messages highlighting the opportunity to procure an industry-leading Public Safety LMS, Acadis, at a price and high quality that’s already been selected through a competitive process without having to go through the time and expense of an agency holding its own competition, and 2) highlighting Public Safety agencies that choose Acadis through the Sourcewell contracting opportunity and the efficiencies and impact this will bring for their organizations.</p> <p>This strategy will be accomplished through press releases and other news distributed via press release distribution channels, envisagenow.com, and Envisage’s social media channels on Facebook, LinkedIn and Twitter, as well as the Envisage newsletter that we send out bi-monthly to 20,000+ Public Safety subscribers. The Sourcewell opportunity will also be promoted through a rack card that’s presented at the frequent Public Safety conferences and events at which Envisage has a booth throughout the year and a digital one-pager for virtual conferences that Envisage holds. We will also train our marketing and sales staff on how to promote and sell the Sourcewell contract opportunity to their Public Safety contacts. The sales staff has training events every Friday which will enable Envisage to promote an accurate and consistent message about the Sourcewell contract opportunity to potential customers throughout every geographic territory.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our press releases contain SEO metadata so that they will come up for people searching for Sourcewell contract opportunities and other Public Safety LMS contracting opportunities. These press releases will be kept on envisagenow.com indefinitely. Our web site ranks well for search terms such “public safety training” and “police software,” so it’s a good place to raise awareness about the Sourcewell Public Safety LMS contracting opportunity.
34	In your view, what is Sourcewell’s role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell’s role in promoting contracts arising out of the RFP would include adding us to your list of vendors so that agencies like Envisage can be found by a broader range of agencies. Light promotion, such as a press release and/or social media announcing our addition to the Sourcewell catalog, would also be welcomed. Sourcewell’s role also includes helping us to answer questions we may have in training our sales and business staff in selling this opportunity and in making and tracking contracts that fulfill Sourcewell’s requirements.</p> <p>Envisage will integrate the Sourcewell contract opportunity into the information we provide to all potential customers of Acadis through our sales representatives and marketing materials. We will also provide it as an option in written responses we make to RFPs and other requests for proposals. We will train existing and new Key Account Sales representatives on the Sourcewell contract opportunity through our sales trainings we hold every Friday. We will measure our success in using the Sourcewell contract opportunity through metrics on sales leads and sales volume that are shared with staff each month.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, Acadis is not available through an e-procurement ordering process.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Administrative level Acadis software training is provided for each Acadis client during implementation. New feature demonstrations and release notes provide further product support. Additional training specific to the client agencies user experience may be added, at applicable rates, at any time during the relationship. Our software training includes:</p> <p>SOFTWARE TRAINING</p> <p>A comprehensive and effective training strategy will ensure that Sourcewell participating entities achieve the maximum return on investment when implementing and deploying the Acadis Readiness Suite. Our training approach is designed to achieve skills mastery within a group of core Acadis specialists – including participating entities Subject Matter Experts (SMEs) and staff – who can, in turn, successfully train and mentor other users toward sustained success and self-sufficiency.</p> <p>Integrated Training</p> <p>A key benefit of the Envisage Agile approach is that training opportunities occur naturally as part of the agency’s ongoing relationship with Envisage. These frequent opportunities include:</p> <ul style="list-style-type: none"> • Acadis feature reviews as part of project status meetings • Hands-on working sessions in Acadis with each agency’s Software Project Consultant <ul style="list-style-type: none"> o Exploring the features in Acadis o Identifying opportunities to re-engineer existing business processes to leverage Acadis capabilities • Weekly User Group Demonstrations, available for all current customers • Customers with Envisage Software Assurance can also schedule on-demand, feature-specific training sessions coordinated through the Envisage Customer Care Team <p>Resulting from the various integrated training opportunities throughout the project implementation, key stakeholders and SMEs will typically be familiar with much of the Acadis functionality.</p> <p>Optional Training</p> <p>As part of an agency’s contract – or purchased separately – Envisage can also provide customized training for the agency’s team, including train-the-trainer sessions. Envisage will use a time-tested approach to deliver effective and efficient training tailored for each agency. Since our process focuses on the client, we</p>

will work together with the agency team to determine the approach that best balances the aggregation of knowledge against applying that knowledge to their business processes.

Envisage uses an approach that is:

CUSTOMER-DRIVEN – We understand that each client has different needs. Therefore, our goal is to provide unique training that aligns with the requirements of the client in terms of content and timing. The client team and Envisage will work collaboratively to create the most beneficial training approach.

FLEXIBLE – The resulting training program can take place in a variety of forums, and can target multiple audiences. The client and Envisage may choose to leverage onsite training, web-based seminars and/or training at Envisage headquarters to best meet the needs of each audience.

INTERACTIVE – Attendees are encouraged to participate in their training, using new skills in real-time on the client’s individual workstations. Wherever possible, attendees will practice what they have learned using business scenarios from their own experience.

COLLABORATIVE – Envisage believes training can provide a forum for both communication and learning. While the client will gain valuable experience in using Acadis, the Envisage team can gather equally valuable insights and information about the client’s business processes, requirements and needs.

ITERATIVE – Training is designed to continue building upon the cumulative experience the client’s team members have gained through previous working sessions, team interactions, demonstrations, and testing exercises.

HANDS ON – In order to build confidence in new or revised business processes, create impactful use case scenarios, and master new skills, participants are encouraged to experiment and explore Acadis.

LEVERAGED – By focusing on strategies such as train-the-trainer, the client gains long-term skills and knowledge it can share throughout its organization.

TIMELY – Typically, training occurs during the final phase of project implementation in order to maximize its impact as the client begins integrating the Acadis Readiness Suite into routine business processes.

Elements for Successful Training

While Envisage recognizes that the training provided for the client will be unique, our experience has shown that a standard collection of learning elements can contribute to the success of the overall training experience. Some of these elements include:

- Hands-on training environment – Ideally, each student will have their own workstation (provided by the client) throughout the training
- A commitment to attending each session in its entirety
- Active participation by attendees with business or process knowledge
- Active participation by attendees whose roles require daily processing in Acadis, as well as those responsible for supporting and/or training other Acadis users within their organizations

SOFTWARE AS A SERVICE (SaaS)

As we continuously develop and enhance the Acadis platform, our SaaS plan keeps our customers up-to-date through regularly scheduled version releases. Envisage plans releases to occur approximately every eight (8) weeks, providing Acadis clients with updates to their licensed modules. Version releases as part of the

Software Subscription program include:

NEW FEATURES FOR EXISTING MODULES developed as part of the Agile development process. Feature enhancements, via periodic releases, are included with our SaaS offering.

ENHANCEMENTS TO CURRENT FEATURES that improve and/or expand the use and function of the current version of Acadis.

BUG FIXES, including hot fixes, which are critical issues with no known workaround. These fixes are our highest priority, and sometimes require an unscheduled release if the issue is of acute severity.

Communication Process

Weekly software meetings with our user community allow clients to provide input about the future development of Acadis, including requesting enhancements and/or the addition of new features. Based on the consensus of our user community, and available development resources, Envisage staff then prioritizes the development of enhancements and new features. Software meetings also provide for planning and identification of the progress for software development in order for all clients to understand what features will be available in the new release.

Release Strategy

We release software upgrades approximately every eight (8) weeks. Envisage will provide all release management tasks, and work with the customer user group to schedule these releases in a way that minimizes impact to system availability, often scheduling updates after standard business hours to limit impact. Envisage will conduct weekly demonstrations to show customer users the features and enhancements in the upcoming release, and Release Notes accompany each release.

37 Describe any technological advances that your proposed products or services offer.

Acadis was the first training and certification management system built specifically for Public Safety agencies to be authorized at the FedRAMP Moderate Level, and it is still one of the few.

It has successfully replaced manual data entry and recordkeeping systems and integrated previously disparate database functions in the agencies where it has been deployed.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>One of the main advantages of the Acadis Readiness Suite is reduction of dependence on paper for registration, training, and recordkeeping. Effective delivery of remote training via the Acadis LMS also reduces the need for personnel to travel to a central site for training, thus reducing fuel consumption, pollution, and the organization's carbon footprint.</p> <p>As a company, some of Envisage's green initiatives include:</p> <ul style="list-style-type: none"> • Certified as a Bicycle Friendly Business by the League of American Bicyclists. • Currently in the process of developing a sustainability statement/policy consistent with a commitment to promote environmental, economic, and social sustainability. • We purchase "green" (i.e. recyclable, reusable, non-toxic, compostable, fair trade and made from 100% post-consumer recycled materials) supplies, products, and materials. • We subsidize public transportation for employees and offer flexible hours, telecommuting, or a compressed work week. • We utilize teleconference, video conference, WebEx or GoTo Meetings (or other similar conferencing services). • We have an established recycling and composting program through a local company called Green Camino https://greencaminocompost.com/about-us/. • We schedule regular "Lunch and Learn" presentations on sustainability topics.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Envisage does not have any such third-party qualifications. We have been responsible, however, for helping clients across the country to significantly reduce their carbon footprint by transforming their operations from cabinets full of paper training and compliance records into digital records. This is one of the core benefits we provide to most customers – a transition to a paperless training operation.</p>
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Envisage is not an WMBE, SBE or veteran-owned business.</p>
41	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?	<p>Envisage Technologies is optimally suited to assist Sourcewell participating entities for the following reasons:</p> <ul style="list-style-type: none"> • Built for Public Safety Training — Conceived and developed to manage the critical elements of Public Safety training and compliance tracking, Acadis ensures that Public Safety professionals are trained to meet the rigorous demands of the job. • Rapid Implementation — Core functionality that is typically required by our clients already resides in our software, which significantly reduces implementation timeframes. • Highly Secure — Acadis, a FedRAMP-authorized solution, is built on a proven, secure, and integrated architecture that meets or exceeds all required security elements of NIST 800 53.v3. Additionally, numerous federal agencies have granted Authority to Operate (ATO) to Acadis in their environments. Only software that provides exceptional assurance of data privacy and trustworthiness meets these strict standards. With each release, Acadis undergoes continuous testing for security vulnerabilities ensuring that system security evolves with new classes of threats. • Comprehensive Assessment — Manage testing in the classroom, in the field, or online with mobile options and student analysis. • Enterprise-class — Envisage's software frameworks are designed for true enterprise-class performance and scalability. Whether deploying our technologies across vast geographic areas covering multiple agencies, or tracking hundreds of thousands of officer records for a single client, our solutions have a proven and demonstrable record of success.

Table 9: Performance Standards or Guarantees

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

Line Item	Question	Response *
42	Describe any performance standards or guarantees that apply to your services	<p>Performance Standards and Guarantees from the Acadis Master License Agreement are excerpted below. A full copy of the Master License Agreement is uploaded in the documents section.</p> <p>8. Representations and Warranties.</p> <p>8.1 Collaborative Effort. Each Party shall make available qualified personnel as are reasonably necessary to properly and timely perform the obligations under this Agreement. The Parties acknowledge that Contractor's Agile development methodology requires an integrated project team with a high level of communication and interaction between Client and Contractor personnel. Where data migration is required from an existing system to the Licensed Software Programs, Client represents and warrants that its personnel have administrative access to the requisite data sources and can provide extracts of existing data in industry standard formats; except where explicitly agreed in an Order Form, the Parties acknowledge and agree that all data extraction, data cleansing, and the import of extracted data will be done by Client personnel.</p> <p>8.2 Software Maintenance and Help Desk. During the Term, Contractor agrees to provide to Client all maintenance and bug-fix services for the Licensed Software Programs (the "Software Maintenance Program"). Notwithstanding the ability of Contractor to establish standard maintenance policies, Contractor's Software Maintenance Program services shall include, at a minimum, reasonable problem correction times, and escalation procedures based upon the criticality or severity of the problem. Contractor's Tier 2 Help Desk shall be available to Client between 8:30am-5:30pm ET, except on weekends and holidays (i.e., New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Black Friday, Christmas Eve, Christmas Day), with on-call after-</p>

hour support team available for priority emergency fixes.

8.3 Intellectual Property. Contractor represents and warrants that it has the right to grant a license to the Licensed Software Programs free and clear of any liens and encumbrances. Contractor further represents and warrants to Client that Contractor owns the Licensed Software Program, including all associated intellectual property rights, or otherwise has the right to grant Client the right and License provided in this Agreement, and that neither the Licensed Software Programs nor the Documentation infringe any valid patents, copyrights, trademarks, or other proprietary rights of any third parties.

8.4 Specifications. Contractor represents that, during the subscription term for the Licensed Software Program, it shall operate in substantial conformance with the Specifications, will substantially contain the functionality described in the Documentation, and when properly installed on a computer meeting the specifications set forth in, and operated in accordance with, the Documentation, shall substantially perform in accordance therewith.

8.5 Service Levels. For purposes of this section, the Licensed Software Programs shall be deemed unavailable for determining service level compliance only if the Licensed Software Programs are unusable, for example, as a result of a severe degradation of response time. The Contractor will make the software available continuously, as measured over the course of each calendar month, an average of 99.5% of the time, excluding unavailability as a result of planned maintenance, unplanned emergency maintenance, and events outside the Contractor's control ("Service Level Guarantee"). Client shall be issued a service credit at a rate equal to 5% of its monthly-apportioned software costs for each full percentage point below the Service Level Guarantee in any given month, up to 100% of costs. The service credit shall be Client's sole and exclusive remedy under this section, and is non-refundable upon the expiration or earlier termination of this Agreement.

8.6 No Disabling Devices or Viruses. Contractor has taken, and will continue to take, reasonable steps to test the Licensed Software Programs for programming devices (e.g., viruses, "worms," backdoors, etc.) that would (a) disrupt the use of the Licensed Software Programs or any system, device or Client software to which the Licensed Software Programs is interfaced or other computer equipment with which such equipment communicates; (b) destroy or damage data or make data inaccessible or delayed, except for file and purge routines necessary to the routine functioning of the Licensed Software Programs; or (c) permit Contractor personnel, agents or subcontractors access to any portion of the Licensed Software Programs other than as necessary to carry out the terms of this Agreement. To the best of Contractor's knowledge, no such devices are present in the Licensed Software Programs as delivered to Client. Contractor agrees to use reasonable programming practices and security procedures to avoid insertion of such devices and to scan for viruses before sending any media containing programming code to Client. Furthermore, Contractor agrees not use any such programming devices or other measures to interfere with the Client's use of the Licensed Software Programs.

8.7 Compliance with Standards and Laws. Contractor represents and warrants that the Licensed Software Programs will at all times during the term of this Agreement comply with any applicable industry standards and applicable federal, state and local laws and regulations.

8.8 Workmanlike Fashion. Contractor represents and warrants that all services shall be performed by qualified personnel in good and workmanlike fashion.

8.9 Documentation. Contractor represents and warrants that the Documentation is and shall at all times during the term of this Agreement remain substantially complete and current with the current version of the Licensed Software Program.

8.10 Disclaimer of Other Warranties. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION 8, THE LICENSED SOFTWARE PROGRAMS AND DOCUMENTATION ARE PROVIDED TO CLIENT "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CONTRACTOR, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE CONTRACTORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE LICENSED SOFTWARE PROGRAMS AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE CONTRACTOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE WILL MEET THE CLIENT'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

8.11 Voiding of Warranty. If the breach of any warranty set forth by Contractor in this Article 8 is caused through any action, error, or omission of Client, any Authorized User, or any other person provided access to the Licensed Software Programs by Client or any Authorized User, such warranty shall not apply and shall be considered null and void.

43	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Envisage has standards related to guaranteed uptime and resolution of any problems with the Acadis software. Envisage guarantees a 99.5% uptime for Acadis, notwithstanding periods of scheduled routine maintenance. Envisage Technical staff monitors system and network performance to ensure adherence to this established standard. Acadis has been engineered for flexible deployment with redundancy selectable according to customer needs. Database availability on Amazon Web Services (AWS) is quite high based on automated backups and scripted restoration to the same or a different geographically disparate availability zone.</p> <p>Our hosting services with AWS, provided as part of our SaaS offering, include customer data backup and remote site disaster recovery. Our technical staff captures nightly off-site backups of the database, and data backups are encrypted and stored in secure locations (encryption level is 256-bit FIPS 140-2 certified). Upon expiration of mandated retention timelines, unneeded backups and data are destroyed based on NIST and FedRAMP suggested sanitization schedules.</p> <p>In accordance with the Envisage Disaster Recovery (DR) process, Envisage has established a recovery time objective (RTO) of three (3) to five (5) days and recovery point objective (RPO) of twenty-four (24) hours between the primary and alternate availability zone. In case of failure of an availability zone, the contingency plan is activated to migrate the affected servers to alternate availability zone managed by AWS GovCloud.</p> <p>Our standard priority levels and resolution targets for customer emergency and issue response are outlined in the attachment to this section.</p>
44	Describe any service or support contract options for the items included in your proposal.	<p>Service and support are included in the annual SaaS subscription. They are not an option. Additional onsite training is available on an hourly cost basis, plus travel expenses. To accelerate the implementation process when needed, we offer a RapidStart option, which provides one or more dedicated Software Project Consultants to explore in-depth exactly how the client will use Acadis and structure the implementation to their needs.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response
45	What are your payment terms (e.g., net 10, net 30)?	Our payment terms are net 30. The Acadis SaaS license is billed annually with the first installment invoiced upon contract signing. Annual renewals are billed one month in advance of the service expiration date and are due prior to the expiration date.
46	Describe any leasing or financing options available for use by educational or governmental entities.	We have no leasing or financing options.
47	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>Envisage proposes to process Sourcewell participating entities' purchase orders directly, just as we have successfully done for the past 19 years with our GSA cooperative purchasing vehicle and the quarterly reporting of its related Industrial Funding Fee. Entities desiring to place an order with Envisage should reach out to our sales team for an executable quote document made pursuant to these terms, and upon full execution and delivery of the respective items therein, Envisage shall submit an invoice (or process a purchase order, if required by the client) for said amounts. Clients utilizing this vehicle will be denoted as such within the quote and invoice/PO documents, as well as within our CRM and accounting systems, to ensure that reporting is accurately captured and timely submitted.</p>
48	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. Envisage will accept the P-card. There is no additional cost.

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 Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
49	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Pricing of Acadis for Sourcwell participating agencies will be provided at the discounts shown in the uploaded pricing document. This pricing chart gives the price for each Acadis module, which can be purchased a la carte or in bundles, all at discounted prices per module or bundle. Software as a Service (SaaS) Licenses are charged per active person record, and except where otherwise noted, reflect monthly prices.</p> <p>The size thresholds for agencies in the uploaded chart include Small = 100-1,000 active person records, Medium = 1,001-5,000 active person records and Large = 5,001-10,000 active person records. A Basic Bundle includes Acadis Training plus any 6 modules, Advanced Bundle includes Acadis Training plus any 12 modules, and Enterprise Bundle 20 modules. All prices are expressed in US Dollars. Prices provided to Sourcwell participating entities in Canada will be priced at the rates shown, adjusted by the prevailing U.S. to Canadian currency exchange rate at the time of purchase. Agencies can add or subtract modules as their needs and budgets change.</p>
50	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing represents an average discount of 10% off commercial rates, consistent with pricing on our GSA Schedule.
51	Describe any quantity or volume discounts or rebate programs that you offer.	As shown in the pricing earlier in this section, the cost of Acadis per user decreases as the number of users at an agency increases.
52	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Additional services will be provided at industry standard rates with the standard Sourcwell discount. This pricing is shown on the uploaded pricing document.
53	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Other costs not include: One Time Setup Fee (shown in uploaded pricing document by agency size), Initial Software Configuration, Data Migration Consultation, Onsite Classroom Training, Remote Classroom Training, and Training Travel (if needed). These costs vary by client depending on their number of active user records and the modules they purchased.
54	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A - There is not freight, delivery or shipping cost.
55	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A
56	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A - None

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
57	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
58	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with 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.	Envisage will audit pricing and administrative fees quarterly to verify compliance with our Contract with Sourcwell. We maintain a contract review process that documents the contracting vehicle and all associated fees pertaining to Equipment, Products and Services purchased in a given calendar quarter. Contracting vehicle fees are reviewed at the end of each quarter and processed for payment as appropriate.
59	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Relevant metrics to success on this vehicle will include without limitation: time-to-close for new clients, client satisfaction with contracting process, and deal volume.
60	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.)	Envisage proposes to pay Sourcwell an administrative fee of one percent (1%) of total sales to participating entities for all contracts for the Acadis Readiness Suite made during a calendar quarter. Any items denoted as "Optional" within a purchase order issued in accordance herewith shall accrue and cause us to pay out administrative fees only if and when such "Optional" items are actually funded by the end user client.

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

Line Item	Question	Response *
61	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>The Acadis Readiness Suite (Acadis), developed by Envisage Technologies, is a proven, enterprise-class software solution that simplifies the complex operational training tasks common to the high-risk, blended training environments of Public Safety, law enforcement, public safety, and the military. In addition to modernizing training operations, Acadis provides traditional classroom instruction tracking and written assessments, ensuring a complete and detailed training record for agencies and individuals regardless of the method of training delivery. Acadis automates and integrates costly standalone training functions and tracks a variety of resources and their chain of custody, thereby facilitating an accurate forecasting of current and future physical, technological, and human resource requirements. In summary, Acadis saves time and money through the consolidation of existing systems and the streamlining of workflows into a single framework.</p> <p>Acadis consists of the training management system and a series of supporting software modules, which are configurable to support the full spectrum of training operations. These modules work in tandem to support and manage online and classroom-based courses, high-liability training, and complex training and business processes. The modular system provides software to support specific areas of training management across an individual's career.</p> <p>Acadis is a database framework that collects, organizes and retains data essential to training and administration for Public Safety employees. Depending on their particular role in the organization, users can access Acadis via various Portals, which are specifically designed for general employee use, test-taking and administering, student registration, and other functions. This gives each user quick access to the Acadis features that they need while protecting data security and requiring minimal training.</p> <p>Unlike other training management systems, the Acadis Readiness Suite is designed specifically for the demands of Public Safety agencies. Also unlike most other systems, it is authorized at the FedRAMP Moderate Impact level. This benefits agencies that utilize cloud-based services by providing an advanced, consistent security standard, which is subject to continuous monitoring in order to keep data protected even as threats to security evolve.</p> <p>The Acadis Readiness Suite includes the following modules:</p> <p>Acadis Training (Base Module) Acadis Training tracks individual training records from initial hiring through separation or retirement, provides for the development of course curriculum, and tracks training progress and test scores. Acadis then aggregates these records into an accurate and legally defensible transcript, including course weights and applicable awards.</p> <p>The additional administrative features of the Acadis Training module include:</p> <ul style="list-style-type: none"> • Track training and grades across an individual's career • Digitize and automate cumbersome paper processes • Increase accuracy and efficiency of reporting • Secure and control access to sensitive information • Assign training based on individual career goals (Career Roles) • Create manual and automated workflows. <p>Acadis Learning Management System (LMS) The Acadis LMS delivers online training courses, allows assignment or self-registration to online courses, and tracks the successful completion of the training event within Acadis. The Acadis LMS module provides a low-cost delivery vehicle for online training courses and supports a fully blended training approach.</p> <p>The additional administrative features of the Acadis LMS module include:</p> <ul style="list-style-type: none"> • Augment classroom and skills-based training with online learning • Deliver SCORM-compliant (versions 1.2 through 2004 4th Edition) online training courses • Add discussions to online classes and activities • Automate the posting of online course results to an individual's training record (Person Record) • Maintain a library of online courses • Observe online learning metrics with an Online Events Monitor <p>Acadis Compliance Acadis Compliance provides a proven and flexible tool to process new certifications and periodic, ongoing renewals. This ensures that individuals and organizations are compliant with all applicable standards and regulations.</p> <p>The additional administrative features of the Acadis Compliance module include:</p> <ul style="list-style-type: none"> • Maintain a full compliance and certification history across an individual's career • Identify upcoming and recent expirations • Automate the certification renewal process • Confer, renew, or revoke certifications • Certify individuals, organizations, and inventory • Assign Career Roles to a Person Record <p>Acadis Scheduling Acadis Scheduling streamlines complex scheduling tasks related to training operations. The module's sophisticated scheduling engine intelligently applies sequencing, priorities, dependencies, and resource requirements for each block of instruction.</p> <p>The additional administrative features of the Acadis Scheduling module include:</p> <ul style="list-style-type: none"> • Automate the scheduling of instructors, facilities, and resources • Manage instructor calendar and availability • Manage instructor-to-student ratio • Assign instructors based on defined criteria • Identify and resolve scheduling conflicts

- Maximize resource utilization

Acadis Internal Affairs Case Management

Acadis Internal Affairs Case Management helps agencies add, track, and manage cases that may require formal investigation—including use-of-force complaints, disciplinary claims, and employee misconduct—within the integrated database functionality of Acadis. Users with the appropriate rank can view, add to, delete, and edit cases as necessary, and update the status of cases in real time, with clearly visible status indicators that track ongoing progress at a glance. Each case record may also include relevant documentation, eliminating concerns about missing paperwork. In a matter of minutes, all records and information connected with a case can be reviewed thoroughly and efficiently.

The additional administrative features of the Acadis Internal Affairs Case Management module include:

- Ensure accountability and facilitate thorough investigations
- Track and follow up on cases of noncompliance or poor performance, as well as more serious personnel issues such as use-of-force and misconduct
- Update the status of cases in real time
- Create case records unique to formal investigations
- Eliminate multiple or redundant recordkeeping systems
- Integrate with IADLEST's National Decertification Index

Acadis Registration & Online Registration Portal

Acadis Registration automates registration workflows, and maximizes class and testing event fill rates. The module manages prerequisites, individual registrations, enrollments, and the waitlisting of students.

The additional administrative features of the Acadis Registration (and Online Registration Portal) module include:

- Define registration open and close dates
- Allow self-registration for individuals via the Online Registration Portal
- Maximize class and testing event fill rates
- Automate registration workflows
- Define prerequisite requirements prior to opening registration
- Create automated notifications for registration status updates

Acadis Testing & Online Testing Portal

The Acadis Testing module provides for the administration of classroom and online tests, and automates numerous testing functions. The module includes a full-featured test builder, question repository, and randomization engine.

The additional administrative features of the Acadis Testing (and Online Testing Portal) module include:

- Link Learning Objectives to test questions
- Automate test grading and reporting of grades to Person Record
- Track logins, time spent in a test, and test completion with the Proctor Monitor
- Record field testing with the Acadis Mobile application
- Allow individuals to access approved online tests via the Online Testing Portal
- Improve test integrity using anti-cheating features native to Acadis

Acadis Housing

Acadis Housing allows organizations to manage building and barracks configurations, and monitor the status of lodging facilities. Acadis Housing manages on-center housing, leased housing, and overflow hotel housing based on defined variables.

The additional administrative features of the Acadis Housing module include:

- Automate the assignment of student lodging
- Track housing costs for invoicing
- Manage housing based on type, proximity to training location, costs, ADA requirements, and more
- Include housing requests in registration process
- Manage maintenance tickets
- Monitor housing with a Capacity Planning Viewer

Acadis Surveys

Acadis Surveys is a fully integrated survey builder module that provides tools to create surveys and automatically distribute them in order to collect and evaluate student reaction to training and instruction. The module also supports non-instructional surveys and polls, which allow organizations to gather information on various topics quickly and efficiently.

The additional administrative features of the Acadis Surveys module include:

- Design surveys with Likert-type scales and free-form text fields
- Distribute surveys through automated emails
- View and export survey results
- Automate survey results tallying
- Analyze student reaction to training (Kirkpatrick Level 1)
- View survey results across multiple classes

Acadis Documents

Acadis Documents digitizes and maintains the legal defensibility of important documents in order to minimize litigation risk, and ensures that important documentation is accessible when needed. Acadis Documents reduces the need for storage of paper documents, and maintains a digital record that is not susceptible to alteration, deterioration, or destruction.

The additional administrative features of the Acadis Documents module include:

- Maintain the legal defensibility of important documentation
- Attach documents to Person, Class, and Instructor Records
- Import multiple documents quickly and easily
- Upload common document types

- Fulfill certification requirements with supporting documentation
- Attach photos and other documents for inventory identification

Acadis Inventory

Acadis Inventory allows organizations to track and certify critical resources, and ensures an accurate and available stock of resources for training, operations, and duty.

The additional administrative features of the Acadis Inventory module include:

- Track resources such as vehicles, firearms, and service animals
- Maintain an accurate chain of custody record
- Track inventory by owner and assignment
- Manage inventory certifications and inspections
- Apply NIMS-typing to vehicles
- Identify inventory as rentable to outside agencies

Acadis Budgeting & Forecasting

Acadis Budgeting & Forecasting tracks progress towards organizational readiness goals, and supports the effective utilization of human and physical resources by targeting specific readiness gaps. In addition, the module allows administrators to create expense categories to track and manage fiscal accounts.

The additional administrative features of the Acadis Budgeting & Forecasting module include:

- Define readiness goals to identify gaps and assist in planning
- Align training plans with organizational readiness goals
- Add detailed costs to a Class Record
- Create detailed allotment lists for appropriations and accounts
- Forecast training resource requirements
- Add planned and incurred expenses to an account activity

Acadis Portal Framework with In-Service Reporting Portal

The Acadis Portal is the foundation for the distribution of Acadis functionality across a wide geography, while the In-Service Reporting Portal allows the reporting of in-service training by all locations under an organization's purview.

The additional administrative features of the Acadis Portal Framework with In-Service Reporting module include:

- Track the training and skills reported by all agencies within an organization
- Remotely report training and certification information
- Create online forms (WebForms) to replace paper
- Define a list of mandatory and/or approved in-service training events
- Manage in-service rosters and attendance
- Manage user access permissions

Acadis Performance Evaluations & Performance Evaluation Portal

Acadis Performance Evaluations allows organizations to design and capture field reviews for personnel during basic, advanced and on-the-job training programs. Competencies within Acadis Performance Evaluations are configurable to mirror essential job tasks and provide user-defined rating scales.

The additional administrative features of the Acadis Performance Evaluations module include:

- Ensure alignment of competencies and job roles
- Auto-assign Field Training Plans to eligible students
- Manage missing assignments using the Field Training Plan Assignments Monitor
- Compare and analyze student performance in the field
- Maintain a full performance history on the Person Record
- Analyze student behavior (Kirkpatrick Level 3)

Acadis Instructor Scheduling Portal

The Acadis Instructor Scheduling Portal allows instructors to view and manage their instructional calendars, including setting unavailable dates (with applicable reasons), and viewing their scheduled instructional events.

The additional instructor-focused features of the Acadis Instructor Scheduling Portal include:

- View a list of instructional opportunities with class names, locations, dates, and times
- View instructional assignments on a calendar format
- Manage personal instructional availability
- Ensure adequate instructional coverage for all training events.

Acadis Person Portal

The Acadis Person Portal allows individuals to log in and review stored information within Acadis, including their contact information, training history, qualifications, and certifications.

The additional individual learner-focused features of the Acadis Person Portal include:

- Access personal training and certification records
- Request updates to personal training and certification records
- View and print transcripts, diplomas, and personal training history reports
- Renew and print existing certifications
- Update and manage personal profile information
- Email personal professional history report

Acadis Workforce Portal

The Acadis Workforce portal allows supervisors access to the training records of personnel under their purview. This works on a tiered structure, allowing higher-level supervisory access to personnel training records across multiple teams.

The additional administrative features of the Acadis Workforce Portal include:

- Create organizational efficiency by decentralizing the data reporting process
- View a list of all personnel within a specific chain of command

		<ul style="list-style-type: none"> • Ensure only authorized individuals can access and report information • View full training, employment, and certification records for all employees (based on access permissions) • Submit employment updates and maintain employee contact information. 	
62	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Learning Management System, Training Management System, Training and Certification Management System, Law Enforcement Early Intervention and Case Management System, Enterprise Training and Certification Management System, Employee Performance Management System, Training, Scheduling and Enrollment Management System	*

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

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

Line Item	Category or Type	Offered *	Comments
63	Computer Aided Dispatch (CAD)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
64	Records Management Software (RMS)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
65	Learning Management Software (LMS)	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
66	Situational awareness and information management systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
67	Incident command, logging recorder, and evidence, ticketing, or citation management systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
68	Scheduling workforce management, and billing systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
69	Application-based alerting or paging systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
70	Personnel, non-fleet asset, resource, and controlled substance tracking or location solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
71	Other public safety software solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Unlike many learning management systems that weren't built for Public Safety, Acadis is a comprehensive solution that includes modules for critical Public Safety functions such as managing internal affairs case management, inventory, employee recruiting, housing for training academies, budgeting and forecasting, and performance evaluations. Many of our customers replace multiple fragmented solutions with the integrated module of Acadis.
72	Related services - installation, training, maintenance, integration, support, data analytics, and customization	<input checked="" type="radio"/> Yes <input type="radio"/> No	Envisage offers the following related services for Acadis: installation, training, maintenance, integration, support, and customization. Customers can perform data analytics within Acadis.

Table 15: Industry Specific Questions

Line Item	Question	Response *
73	Describe your data privacy, integrity, and protection standards, and the adherence of your products and services to applicable cybersecurity or applicable industry standards.	<p>Since our founding, we have been designing solutions for the public safety industries, and the security built into the Acadis architecture safeguards our clients' data while meeting the strict security requirements of federal and state oversight bodies. Acadis, as a FedRAMP-authorized solution designed to record sensitive personnel and organization information, is subjected to multiple security scans in order to verify our compliance with security guidelines. Our developers recognize security vulnerabilities in source code and eliminate them. Envisage offers hosting services within a secure, FedRAMP-authorized cloud environment.</p> <p>We employ an overarching security strategy best described as "defense in depth." The Acadis security framework is designed to provide system administrators the flexibility to work efficiently, yet never at the risk of compromising secure data and systems. A diagram of our network is uploaded with this section.</p>
74	Describe your data backup and recovery solutions.	<p>Unlike other training management systems, the Acadis Readiness Suite is designed specifically for the demands of government and public safety training. Also unlike most other systems, Acadis is hosted in a FedRAMP-authorized environment that is audited and maintained in accordance with federal rules and regulations. Our AWS-G hosted environment is authorized at the FedRAMP High Impact level. This benefits agencies that utilize cloud-based services by providing an advanced, consistent security standard designed to keep data protected at the highest level.</p> <p>Envisage executes annual contingency plan exercises as required by our FedRAMP authorization. Our technical staff captures nightly off-site backups and maintains a detailed recovery plan for catastrophic events. Envisage maintains an Information System Contingency Plan that is reviewed annually. Training and practical exercises are also performed on an annual basis.</p> <p>Contingency Plan: As security incidents are investigated, if they are found to be credible, we will communicate our findings with the affected customers. Our Help Desk team maintains these contacts, and each client has an assigned customer support agent who is in regular contact with updates and information and who would also reach out in case of emergency.</p> <p>The following outlines the Contingency Plan notification process for Envisage:</p>

1. Customer or Envisage raises an outage issue by contacting the on-call Support personnel using the main Envisage business line. For after-hours calls, the phone tree will direct the caller to the appropriate personnel.
2. Support personnel contacts the Configuration Management group.
3. Configuration Management triages the issue to determine if it is a severe outage that warrants activation of the Information System Contingency Plan (ISCP) and contacts a CPD, Contingency Planning Director.
4. The CPD determines if this is a critical outage.
5. Support personnel email the Customer's designated account manager with the details of the outage.
6. Designated account managers notify customers (federal, state, or local) as appropriate.
7. Configuration Management personnel engage the appropriate AWS Hosting personnel to determine the impact of the outage and the next steps.
8. For multi-day outages, the assigned outage owner calls a meeting with representatives from Configuration Management to determine next steps.

For more specific details, our FedRAMP Information System Contingency Plan includes the following provisions:

Section 2.5: Envisage establishes multiple roles and responsibilities for responding to outages, disruptions, and disasters for the Acadis Readiness Suite. Individuals who are assigned roles for recovery operations collectively make up the Contingency Plan Team and are trained annually in their duties. Contingency Plan Team members are chosen based on their skills and knowledge. The Contingency Plan Team consists of personnel who have been selected to perform the roles and responsibilities described in the sections that follow. All team leads are considered key personnel.

Section 2.6: During a disaster situation, the availability of the contingency plan is essential to the success of the restoration efforts. The Contingency Plan Team has immediate access to the plan upon notification of an emergency. The Contingency Planning Director ensures that a copy of the most current version of the Contingency Plan is maintained at Envisage's facility.

Contingency Plan Team members are obligated to inform the Contingency Planning Director, if and when, they no longer require a copy of the plan. In addition, each recipient of the plan is obligated to return or destroy any portion of the plan that is no longer needed upon termination from Envisage.

Section 3: The activation and notification phase defines initial actions taken once the Acadis Readiness Suite disruption has been detected or appears to be imminent. This phase includes activities to notify recovery personnel, conduct an outage assessment, and activate the Information System Contingency Plan. At the completion of the Activation and Notification Phase, key Acadis ISCP staff will be prepared to perform recovery measures to restore system functions.

The Acadis Readiness Suite ISCP may be activated if one or more of the following criteria are met:

1. The type of outage indicates Acadis will be down for more than three (3) RTO days.
2. The facility housing Acadis is damaged and may not be available within three (3) RTO days.
3. Other criteria, as appropriate.

Section 3.3: Outage Assessment

Following notification, a thorough outage assessment is necessary to determine the extent of the disruption, any damage, and expected recovery time. This outage assessment is conducted by assigned personnel. Assessment results are provided to the Contingency Planning Director to assist in the coordination of the recovery effort. The on-call Envisage Configuration Management personnel should make the best effort to determine the scope of the disaster. This should include calling AWS representatives to check the physical status. The Contingency Planning Director will communicate to the Envisage Customer Outage team the nature of the disaster, execution of disaster recovery procedures, estimated time to recover, and estimated data loss, if any.

Section 4: Recovery

Formal recovery operations begin after the ISCP has been activated, outage assessments have been completed (if possible), personnel have been notified, and appropriate teams have been mobilized. Recovery phase activities focus on implementing recovery strategies to restore system capabilities, repair damage, and resume operational capabilities at the original or an alternate location. At the completion of the recovery phase, Acadis will be functional and capable of performing the functions identified in Section 4.1 Sequence of Recovery Operations of the plan.

Section 4.1: Sequence of Recovery Operations

The following activities occur during recovery of the Acadis Readiness Suite:

- Identification of recovery location (if not at original location)
- Identification of required resources to perform recovery procedures
- Retrieval of backup and system installation media
- Recovery of hardware and operating system (if required)
- Recovery of system from backup and system installation media

Recovery procedures are outlined per team and must be executed in the established sequence to maintain an efficient recovery effort. During a backup recovery operation, Envisage will maintain emergency contact with our clients.

75	Identify the storage location for all data collected in the use of your equipment, products, or services. Describe applicable data security measures and identify any services performed outside the US or Canada, as applicable.	<p>In addition to Acadis FedRAMP-authorization, Envisage offers hosting services within the highly secure Amazon Web Services cloud. Our hosting environment utilizes a formal set of compliance documents, incorporating the policies, procedures, forms, and manuals necessary to ensure that all hosted systems remain properly maintained and supported with effective and structured controls. Technical staff monitor the performance of the customer systems to ensure that the performance standards adhere to established service level agreements. Our Support Specialists follow a set of standard operating procedures to support any hosting infrastructure-related Help Desk request.</p> <p>One of the key benefits of Acadis storage is that each customer's data is kept separate by default. Many LMS vendors share servers and combine data, relying on their software to keep information private. However, in case of a glitch, confidential client data can inadvertently be released to another company. Acadis installations provide individual customer stacks that are completely dedicated to each client. Even a test site and a main site are separate. There is no chance of data ever leaking or being seen by anyone else. We also offer three kinds of redundant backups within AWS, ensuring that data is secure and protected.</p> <p>Because Acadis works specifically for government entities and is hosted in the AWS GovCloud, we can guarantee that U.S. customers will benefit from domestic personnel and domestic storage. All data is stored within the continental U.S., with service and support provided by U.S. citizens.</p> <p>The AWS compliance support model involves close integration of management, operational and technical controls. An Enterprise Security Compliance Policy overarches all components, with controls documented through a System Security Plan, and Contingency and Disaster Recovery Plan.</p> <p>Our hosting services, provided as part of our SaaS offering, include:</p> <ul style="list-style-type: none"> • All Necessary Hardware and Software <ul style="list-style-type: none"> ◦ Web, Database, and Portal Servers to Support the Acadis Readiness Suite ◦ Microsoft Windows Server 2016 • 99.5% System Uptime Guarantee (excluding scheduled upgrades) • Management and Technical Security Controls • Certified Support • Dedicated Application & Web Servers • Dedicated Production Environment • System Performance Monitoring • Rapid Issue/Disaster Response Team • Help Desk Support • Routine Customer Data Backup • Remote Site Disaster Recovery
76	Describe connectivity, interoperability and integration capabilities between your offered solution(s) and other software systems.	<p>Envisage technical staff have configured and published APIs to provide integrations with customer projects or to give access to Acadis functionality that would be arduous to perform manually. API endpoints being used by current customers include accounting, payment gateways, import automation, advanced data export, scheduled resources, SAML SSO, Microsoft Outlook Exchange calendar availability, mobile observed test reporting, and class progress, among other functions. The most popular API is used by more than a dozen Acadis customers.</p>
77	Explain your licensing process and the service agreements required of end users.	<p>Acadis licensing is based on the number of active person records being tracked in the system and the number of Acadis modules included in the proposed solution. Any agreement on terms and conditions is between Envisage and the client. No service agreement or licensing is required of individual end users.</p>
78	Describe your product implementation strategy and any use of installation partners.	<p>Envisage works solely with first responders, Public Safety and government professionals. Our solutions have been developed specifically for public safety needs, with the belief that our software should adjust to their processes, not the other way around. We care about public safety and are committed to helping all the professionals who serve.</p> <p>Envisage tailors each Acadis installation to the needs of the client. We will provide a primary Software Project Consultant, responsible for overall project implementation support, expertise and guidance throughout the project lifecycle in order to help ensure the success of the project. This typically includes a project kick-off meeting to identify roles and responsibilities, weekly meetings to review and provide feedback relative to project strategies and best practices, project status updates, configuration of Acadis, and demonstrations of functionality for software releases. Envisage will also provide Acadis training and release notes to the appropriate client staff for each delivered release.</p> <p>An Integrated Project Team (IPT) will be established, consisting of your Envisage Software Project Consultant together with key stakeholders from client. This team will meet weekly to discuss project status, evaluate priorities, discuss configuration, and demonstrate new functionality. The IPT will coordinate all deliverables during the weekly project meetings. The Software Project Consultant will record meeting minutes from the weekly meetings and deliver them to the IPT prior to the next meeting. The minutes will serve to document the status of the project, including deliverables and project timelines.</p> <p>As part of a comprehensive training strategy, Envisage will work with each client's staff to create experts who can support other users for sustainable long-term success. End user support is available throughout the contract, including Acadis feature reviews as part of project status meetings, hands-on working sessions with your Software Project Consultant, and Weekly User Group Demonstrations, available for all current customers. Customers are also encouraged to network with other users as part of our User Community, where they can compare best practices with others and access a Knowledge Base of articles that answer frequently asked questions and offer tips on getting the most out of Acadis.</p> <p>SAMPLE IMPLEMENTATION PROCESS</p> <p>a. Project Preparation: Kick-off Meeting</p> <p>Envisage will coordinate the project kick-off meeting, providing a forum for the introduction of all team members, reviewing key contract elements, managing shared expectations, identifying roles and responsibilities, introducing the Integrated Project Team (IPT), determining communication strategies and setting the weekly project</p>

meeting schedule.

Deliverable: Scheduled meeting

Time Frame: One (1) week after contracting

b. Acadis Readiness Suite Software – Installation

Envisage will provide the client with a hosted instance of Acadis in our secure hosting environment with all purchased licenses assigned. An optional RapidStart will provide two Envisage staff to work at the customer site for three to five days (billed at an hourly rate, plus travel expenses) to provide in-depth business analysis for rapid installation, including current and planned uses of data and relationship-building with team members.

Deliverable: Hosted production instance of Acadis

Time Frame: One (1) week after contracting

c. Implementation Planning

Envisage staff will meet with the client's subject matter experts (SMEs) to demonstrate the software and map Acadis functionality to client's systems/business processes. The purpose of this analysis will be to create plans for the project itself, including data import, testing, and training.

Deliverable: High-level plan with recommended durations

Time Frame: Six (6) weeks after contracting

d. Setup and Configuration of Global Preferences and Labels

Envisage will work with the client's system administrators to set up baseline elements, such as Acadis user interface values, Fiscal Year settings, custom branding of web pages, and automated email notifications.

Deliverable: Baseline configuration of the required Acadis modules

Time Frame: Four (4) weeks after installation

e. Configuration of Customer-Specific List Values and User-Defined Fields

Acadis includes the ability to manage custom lists and user-defined fields throughout the system as a means to match client terminology as closely as possible. The dynamic list management functions allow users to create and define drop down lists, further ensuring standardization within the system. This provides flexibility for the client to define standard terminology within Acadis without the cost of programmers to modify system variables. This also supports the importation of legacy data to appropriate list fields within Acadis.

Deliverable: Assistance in selecting custom settings for Acadis modules

Time Frame: Eleven (11) weeks after installation

f. Managing Client Data Migration from Legacy System(s)

Acadis includes a variety of tools and methods to assist our clients in successfully migrating their legacy data directly into Acadis. As a funded contract component, the Software Project Consultant assigned to the project will provide management and support as the client's staff migrate the appropriate data from identified data sources into the Acadis environment. Envisage can provide full post-consultation data migration services, if desired, which includes an in-depth data migration discovery meeting with the client. The data import activities involve planning, identifying, and analyzing existing data and conversion requirements, preparing conversion specifications, developing and testing conversion strategies, and, finally, the conversion and migration of data. A team review of migrated data verifies data consistency, format and completeness.

Deliverable: Definition and management of data migration activities (e.g., meetings, data reviews, issue identification, strategy planning, pilot testing, etc.); completion of legacy data migration into the target Acadis database schema

Time Frame: Within 120 days of contracting.

g. Training on Purchased Modules

A comprehensive training strategy will help ensure the client achieves the maximum return on investment when implementing and deploying the Acadis Readiness Suite. Envisage will work with the client's staff and SMEs who can support other users for sustainable long-term success.

Deliverable: Training for Acadis modules

Time Frame: Six (6) weeks after data migration

h. System Implementation – Production Go Live

Based on the successful completion of all project activities and deliverables – as well as real-time input from the IPT – the client installation will be transitioned to "go live" status.

Deliverable: "Go Live" with Acadis in production environment

Time Frame: TBD (dependent upon overall client readiness)

i. Ongoing Client Support

Envisage will provide project consulting and recommendations to the client throughout the implementation process, as well as Help Desk/customer care support, and weekly meetings to discuss configuration and demonstrations of new functionality. Envisage will also provide comprehensive user training for the SMEs, trainers and key administrators identified by the client. As part of the Acadis Software Assurance Plan, Envisage will provide Acadis training to the appropriate staff for each delivered release. The Acadis Software Assurance Plan also includes regular updates/upgrades to your software. These updates occur approximately every eight (8) weeks, with demonstrations of new functionality presented weekly as part of our User Group Meetings. Release Notes, provided with each new release, outline the changes and new features reflected in the update.

Deliverable: Regularly scheduled meetings with software demonstrations, releases/updates

Time Frame: Ongoing

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

Line Item 79. NOTICE: To identify any exception, or to request any modification, to the Sourcewell 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 Sourcewell 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 Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Envisage Technologies - Summary of Financial Health - 5.04.2021 (002).pdf - Thursday May 13, 2021 13:02:01
- [Marketing Plan/Samples](#) - Envisage Marketing Examples.pdf - Thursday May 13, 2021 13:13:36
- [WMBE/MBE/SBE or Related Certificates](#) (optional)
- [Warranty Information](#) - Acadis Master License and Response Time chart.pdf - Thursday May 13, 2021 13:11:13
- [Pricing](#) - Sourcewell Pricing.pdf - Thursday May 13, 2021 13:00:02
- [Upload Additional Document](#) - Tables 6 and 14A Supporting Documents.pdf - Thursday May 13, 2021 13:30:59

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Nick Stone, CFO, Envisage Technologies, 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_11_Public_Safety_Software_RFP_051321 Thu May 6 2021 06:02 PM	<input checked="" type="checkbox"/>	2
Addendum_10_Public_Safety_Software_RFP_051321 Wed May 5 2021 05:51 PM	<input checked="" type="checkbox"/>	1
Addendum_9_Public_Safety_Software_RFP_051321 Mon May 3 2021 10:34 AM	<input checked="" type="checkbox"/>	2
Addendum_8_Public_Safety_Software_RFP_051321 Wed April 28 2021 05:52 PM	<input checked="" type="checkbox"/>	2
Addendum_7_Public_Safety_Software_RFP_051321 Mon April 26 2021 05:27 PM	<input checked="" type="checkbox"/>	2
Addendum_6_Public_Safety_Software_RFP_051321 Tue April 20 2021 05:56 PM	<input checked="" type="checkbox"/>	2
Addendum_5_Public_Safety_Software_RFP_051321 Fri April 16 2021 03:52 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Public_Safety_Software_RFP_051321 Thu April 15 2021 12:58 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Public_Safety_Software_RFP_051321 Fri April 9 2021 05:05 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Public_Safety_Software_RFP_051321 Thu April 8 2021 05:28 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Public_Safety_Software_RFP_051321 Wed April 7 2021 06:15 PM	<input checked="" type="checkbox"/>	2

**AMENDMENT #1
TO
CONTRACT # 051321-ENV**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Envisage Technologies**, 101 N. Kirkwood, Suite 200, Bloomington, IN 47404 (Supplier).

Sourcewell awarded a contract to Supplier to provide Public Safety Software to Sourcewell and its Participating Entities, effective July 27, 2021, through July 27, 2025 (Contract).

The parties wish to amend the following terms within the Contract.

1. This Amendment is effective upon the date of the last signature below.
2. Table 1, Line Items 4 and 5, are deleted in their entirety and replaced with the following:
 Line Item 4. Proposer’s Authorized Representative: Mark Catone
 Line Item 5. Proposer’s primary contact for this proposal:
 mark.catone@vectorsolutions.com
3. Table 11: Pricing and Delivery, line 50 is deleted in its entirety and replaced with the following, “All products will be offered at a 5% discount. This requires realignment of Sourcewell’s contract with GSA’s contract in order to not violate PCR.”

Except as amended, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
 BY: Jeremy Schwartz
C0FD2A139D06489...
 Jeremy Schwartz, Chief Procurement Officer

Date: 3/15/2024 | 11:13 AM CDT

Envisage Technologies

DocuSigned by:
 BY: Mark Catone
81F6747E7A9B49F...

Title: Senior Director

Date: 3/7/2024

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ENVISAGE TECHNOLOGIES LLC**

**EXHIBIT B
Scope of Work**

Envisage Technologies LLC (Target Solutions (TSL)) shall provide on-line training services for the Glendale Fire Department on an "as needed" basis. TSL will provide the City a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Services hereunder and, unless prohibited by law, will provide access to any person designated by the City ("Users").

1.2. Availability. TSL shall use commercially reasonable efforts to display its content and coursework for access and use by the City's Users twenty-four (24) hours a day, seven days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TSL's control.

1.3. Help Desk. TSL will assist Users as needed on issues relating to usage via e-mail, and a toll-free Help Desk five (5) days per week at scheduled hours.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ENVISAGE TECHNOLOGIES LLC**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Per Section 3 of the Agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed \$97,500.00 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

The term of the Agreement commences upon the effective date and continues for the full term including all extensions.

Quote ID
Q-351418

Sourcewell Contract Number
051321-ENV

Contact Name
Jackelin Maguire

ENVISAGE TECHNOLOGIES, LLC ORDER FORM

The Participating Agency ("Client") identified below is purchasing under the Sourcewell cooperative purchasing agreement otherwise known as Sourcewell Contract 051321-ENV ("Sourcewell Contract") entered into on July 27, 2021 between Envisage Technologies, LLC ("Envisage") and Sourcewell. The Client has agreed to the terms and conditions of the Sourcewell Contract including any amendments thereto.

Envisage agrees to provide, and Client agrees to purchase, the Services described below in accordance with and subject to the terms, covenants, and conditions of the Sourcewell Contract (as amended), which shall include the Acadis® terms, covenants and conditions in the Acadis Master License Agreement ("the Acadis Governing Contract") located at <https://www.acadis.com/mla/> for any Acadis purchases and the TargetSolutions Learning ("TSL") terms, covenants and conditions in the TSL Master Services Agreement ("the TSL Governing Contract") located at <https://www.vectorsolutions.com/master-software-as-a-service-agreement/> for any TSL purchase. This document serves as the Order Form as identified in the Acadis Governing Contract and the TSL Governing Contract.

Sourcewell Member ID: 110342

Date: Monday, June 3, 2024

Client Information

Client Information

Client Name: Glendale Fire Department (AZ)	
Address: 11550 W. Glendale Ave Glendale, AZ 85307	
Primary Contact Name: David Jensen	Primary Contact Phone: (602)772-7108

Agreement Term

Effective Date: 09/01/2024	Initial Term: 36 months
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Invoicing Contact Information

Billing Contact Name: Christopher Gustafson			
Billing Address: 6829 N 58th Dr Glendale, Arizona 85301		Billing Phone: (623) 930-4411	
Billing Email: cgustafson@glendaleaz.com	PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Quote ID
Q-351418

Sourcewell Contract Number
051321-ENV

Contact Name
Jackelin Maguire

Year 1 Annual Fee(s) – TargetSoutions Learning

Product Code	Product Name	Description	Qty	Price	Sub Total
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	300	\$105.00	\$31,500.00
TSMINTFEES	Vector LMS, TargetSolutions Edition - Maintenance Fee	Annual maintenance of Vector LMS, TargetSolutions Edition	1	\$435.00	\$435.00

Year 1 Grand Total: \$31,935.00

Year 2 Annual Fee(s) – TargetSoutions Learning

Product Code	Product Name	Description	Qty	Price	Sub Total
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	300	\$109.45	\$32,835.00
TSMINTFEES	Vector LMS, TargetSolutions Edition - Maintenance Fee	Annual maintenance of Vector LMS, TargetSolutions Edition	1	\$435.00	\$435.00

Year 2 Grand Total: \$33,270.00

Year 3 Annual Fee(s) – TargetSoutions Learning

Product Code	Product Name	Description	Qty	Price	Sub Total
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	300	\$113.90	\$34,170.00
TSMINTFEES	Vector LMS, TargetSolutions Edition - Maintenance Fee	Annual maintenance of Vector LMS, TargetSolutions Edition	1	\$435.00	\$435.00

Year 3 Grand Total: \$34,605.00

Order Form Terms and Conditions for TargetSolutions Learning Products & Services.

1. Envisage Technologies, LLC hereby represents to You that it is authorized to license the TargetSolutions Learning products and services to you.
2. Additional Named Users added after the Effective Date (e.g., Named Users above the Effective Date Named Users) will be invoiced at the retail per Named User fee at the end of each calendar quarter thereafter (the "Measurement Date"). Such Additional Named Users shall be invoiced at the contracted per Named User fee for subsequent periods after the Measurement Date.
3. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 5% per contract year.
4. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
5. **AUTOMATIC RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS ORDER FORM WILL RENEW FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM AT THE ORDER FORM'S THEN CURRENT FEES AND THEN CURRENT MAXIMUM NUMBER OF NAMED USERS (OR ACTUAL NUMBER OF NAMED USERS, IF GREATER), UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE ORDER FORM AT LEAST SIXTY (60) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.**

Additional Terms and Conditions for TargetSolutions Learning Products & Services

1. This Order Form is governed by the Master Software as a Service Agreement at <https://www.vectorsolutions.com/master-software-as-a-service-agreement/> (the "TSL Governing Contract"). Capitalized terms not otherwise defined in this Order Form have the meanings assigned to them in the TSL Governing Contract.
2. To the extent any term(s) of the TSL Governing Contract and this Order Form conflict, the term(s) of this Order Form will supercede the conflicting term(s) of the TSL Governing Contract.
3. This Order Form will become effective when signed by both Parties. Unless both Parties sign this Order Form, the pricing and terms offered in this Order Form expire on the Offer Expiration Date stated above.
4. This Order Form and the pricing terms herein are specific to You and shall be considered Our Confidential Information. To the extent shared with any permitted third parties pursuant to the confidentiality terms between the Parties, such third party shall be bound by terms that prohibit their use of the information for any purpose beyond providing services to You, including restricting their use of the information in any aggregated or anonymized format.

Quote ID
Q-351418

Sourcewell Contract Number
051321-ENV

Contact Name
Jackelin Maguire

To proceed, please sign this Order Form

Signatures

Each undersigned hereby represents that he/she is an authorized representative of the respective Party, and is authorized to commit the respective Party to all terms and conditions in this Order Form, and each undersigned acknowledges that the Parties rely on such representation in their agreements set forth in this Order Form.

ENVISAGE TECHNOLOGIES, LLC

Date Signed: _____ Signature: _____

Name: _____ Title: _____

CLIENT

Date Signed: _____ Signature: _____

Name: _____ Title: _____

Address for Notices:

ENVISAGE TECHNOLOGIES, LLC

101 W. Kirkwood Ave, Ste 200
Bloomington, IN 47404

Glendale Fire Department (AZ)

6829 N 58th Dr
Glendale, Arizona 85301

