

SUBORDINATE CONTRACT MA-057-26011133
FOR
ONLINE ANNUAL POLICY MANUAL DEVELOPMENT SUBSCRIPTION
BETWEEN
COUNTY OF ORANGE
AND
LEXIPOL, LLC



**SUBORDINATE CONTRACT
MA-057-26011133
FOR
ONLINE ANNUAL POLICY MANUAL DEVELOPMENT SUBSCRIPTION
BETWEEN
COUNTY OF ORANGE
AND
LEXIPOL, LLC**

THIS Subordinate Contract Number MA-057-26011133 for Online Annual Policy Manual Development Subscription (“Subordinate Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (“County”) and Lexipol, LLC (“Contractor”), a Delaware limited liability company, with a principal place of business at 2611 Internet Blvd., Suite 120, Frisco, TX 75034, with County and Contractor sometimes referred to individually as “Party” or collectively as “Parties.”

ATTACHMENTS

This Subordinate Contract is comprised of this document and the following Attachments, which are incorporated herein by this reference into this Contract:

Attachment A - Scope of Work

Attachment B - Payment and Compensation

Attachment C – Sourcewell Cooperative Contract, #102325 incorporated by reference only.

RECITALS

WHEREAS, Sourcewell has issued Cooperative Contract #102325 with Lexipol (“Cooperative Contract”), effective March 13, 2026, through February 13, 2030, renewable for three (3) additional one-year extensions; and

WHEREAS, County and Contractor desire to enter into a Subordinate Contract for Contractor to perform services as stated under the Sourcewell Cooperative Contract program; and

WHEREAS, Contractor agrees to provide Online Annual Policy Manual Development Subscription pursuant to the terms, conditions and pricing of said Cooperative Contract and as further set forth herein; and

WHEREAS, all terms and conditions, amendments/modification of this Cooperative Contract are attached hereto as Attachment C and incorporated herein by this reference to the extent they are not modified by this Contract; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for Online Annual Policy Manual Development Subscription with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

County General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Procurement Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.
- E. **Delivery:** Time of delivery of commodities and services is of the essence in this Contract. County reserves the right to refuse any commodities and services and to cancel all or any part of the commodities not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for commodities shall not bind County to accept future shipments nor deprive it of the right to return commodities already accepted at Contractor's expense. Over shipments and under shipments of commodities shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all commodities or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made annually in advance

after satisfactory acceptance by the County and in accordance to Attachment B, Payment and Compensation. In the event the Contractor is terminated for any reason, County shall immediately receive one/thirty-sixth (1/36) of all prepaid Annual Subscription (as listed in this contract) for each month or portion thereof remaining for applicable Contract term as listed in this Contract.

- G. **Warranty:** Contractor expressly warrants that the commodities covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnittees as identified in the Insurance and Indemnification section, and as more fully described in the Insurance and Indemnification section harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in the Insurance and Indemnification section, it shall indemnify, defend and hold County and County Indemnittees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligation.

- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRS) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or

subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and

- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Coverage Forms

The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the County of Orange its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT*.
- 2) A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.
- 3) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange*, which will state *AS REQUIRED BY WRITTEN CONTRACT*.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees, and agents when acting within the scope of their appointment or employment.

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interest's clause also known as a "separation of insured's" clause (standard in the ISO CG 0001 policy). Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County

incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without County's specific written approval.
- Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to, establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that

currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of the Insurance and Indemnification section, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

- U. **Freight:** Intentionally left blank.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period

prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of Contract including, but not limited to, the costs of administering Contract. County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to County's project manager.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** Contractor shall notify County of Orange assigned Deputy Procurement Agent in writing when the expenditures against Contract reach 75 percent of the dollar limit on Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions

1. **Scope of Contract:** This Subordinate Contract specifies the contractual term and conditions by which County will procure and receive goods/services from Contractor as set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated by this reference.
2. **Terms of Contract:** This Contract shall commence June 1, 2026, and shall continue through February 13, 2030, unless otherwise terminated by County.
3. **Renewal:** This Subordinate Contract may be renewed for (1) one additional (1) year term contingent upon the renewal of the Cooperative Contract.
4. **Adjustments:** Scope of Work: No adjustments made to the Scope of Work will be authorized without prior written approval of County assigned Deputy Procurement Agent (DPA).
5. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate Contract immediately, pursuant to the General Terms and Conditions section, "Termination" Article herein;
 - b) Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which Contractor is in breach; and
 - d) Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.
6. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
7. **Conflict of Interest:** Contractor's Personnel: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor's officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.

8. **Conflict of Interest:** County Personnel: County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
9. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld.

Contractor's Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project timelines. County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager from providing services to County under this Contract. County's Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under Contract.

10. **Conditions Affecting Work:** Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in Contract.
11. **Cooperative Contract:** This Contract is a cooperative contract and may be utilized by all County of Orange departments.

The provisions and pricing of this Contract will be extended to other governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any subordinate contract entered into with another governmental entity pursuant to this Contract, a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. Governmental entities are responsible for obtaining all certificates of insurance, endorsements and bonds required. The Parties agree that any other governmental entity utilizing this Contract shall not be deemed to be an agent or employee of County for any purpose whatsoever. The Contractor is responsible for providing each governmental entity a copy of this Contract upon request. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the County of Orange departments and governmental entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract up to a maximum of one year; however, in no case shall a subordinate contract exceed five (5) years in duration.

12. **Data – Title To:** All materials, documents, data or information obtained from County data files, or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.
13. **Default – Re-Procurement Costs:** In case of Contract breach by Contractor, resulting in termination by County, County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
14. **Drug-Free Workplace:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:
 1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
 3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under Contract or termination of Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:

1. Contractor has made false certification, or

2. Contractor violates the certification by failing to carry out the requirements as noted above.

15. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a “service provider” to whom County pays \$600 or more or with whom County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department website located at http://www.edd.ca.gov/Employer_Services.htm

The failure of Contractor to timely submit the requested data shall constitute a material breach and grounds for termination of this Contract.

16. **Error and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
17. **Equal Employment Opportunity:** Contractor shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal

opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

- 18. **News/Information Release:** Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through County’s Project Manager.
- 19. **Notices:** Any and all notices, requests demands and other communications, contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned DPA, except through the course of the Parties’ Project Managers’ routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor:	Lexipol
Attn:	Brigita Novickis
Address:	2611 Internet Blvd Ste 100 Frisco, Tx 75034-9085
Phone:	949-313-6583
Email:	bnovickis@lexipol.com

County's Project Manager: OC Probation	
Attn:	Jennifer Villa, Chief Deputy Probation Officer
Address:	1055 N. Main St., 5th Floor, Santa Ana, CA 92701
Phone:	(714) 645-7013
Email:	jennifer.villa@prob.ocgov.com
cc: Probation/Procurement Services	
Attn:	Betty Ortiz, County DPA
Address:	1055 N. Main St., 5th Floor, Santa Ana, CA 92701
Phone:	(714) 645-7074
Email:	beatriz.ortiz@prob.ocgov.com

20. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
21. **Termination Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
22. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
23. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall

be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.

24. **Sub-Contracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

25. **Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

-Signature Page to Follow-

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

Lexipol, LLC

If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.


- The first corporate officer signature must be one of the following: 1) Chairman of the Board, 2) President, 3) Vice President; and
- The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer, 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Signed by:

E06AE53CE2B942A...
 Signature

Jan Roos	Jan Roos	Vice President	4/2/2026
	Name	Title	Date

Signed by:

D67C1BF08D5441A...
 Signature

Manu Mittal	Manu Mittal	Chief Financial Officer	4/2/2026
	Name	Title	Date

COUNTY OF ORANGE, a political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

	Victor Vega	Deputy Procurement Agent	
Signature	Name	Title	Date

Approved as to form:

Office of the County Counsel

John Cleveland

John Cleveland

Deputy County Counsel

1/17/2026
Office of the County Counsel, County of Orange

Signature	Name	Title	Date
-----------	------	-------	------

ATTACHMENT A

Scope of Work

Contractor shall provide the County with an Online Annual Policy Manual Development Subscription, and Online Annual Corrections One Subscription as requested by the Orange County Probation Department.

I. Scope of Service

- a. Contractor shall provide the County with an Online Annual Policy Manual Development Subscription which shall include the following:
 - Policy updates: Comprehensive, court-tested policies written by legal and law enforcement professionals
 - Policies shall be focused on State and Federal laws and regulations as well as nationwide best practices and will comply with and be consistent with California law.
 - Content customized to reflect the County's terminology and structure
 - A Daily Training Bulletin (DTB) will be developed for the County of Orange Probation Department and will include the following:
 - a. Scenario based training that ties policy to real-world applications
 - b. Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
 - c. Each DTB concludes with a question that confirms the user understood the training objective
 - d. Reports show completion of DTB by agency member and topic
 - Continuously monitor applicable state and federal laws, regulations, court decisions, and evolving best practices. As necessary, the Contractor shall develop and deliver new and updated policies to the Agency to ensure that policy content remains current and compliant. Updates shall be provided in a timely and efficient manner.
 - All proposed policy updates shall be presented in a side-by-side comparison format against existing policies, enabling the County to clearly identify all modifications and improvements. The County shall have the sole discretion to review, accept, reject, or customize each proposed update.
 - Provide access to a secure, web-based content delivery platform, known as the Knowledge Management System (KMS), that provides secure storage, and easy access to all of the Department's policy and training content.

- Track and generate reports indicating when personnel have acknowledged policies and policy updates
- Produce reports demonstrating completion of DTBs
- Electronically link department-specified procedural or supplemental content to policy manual
- Provide electronic issuance and tracking of procedural or supplemental content

II. Service Location:

OC Probation – Probation Administrative Office
1055 N. Main St, Santa Ana, CA 92701
Attn: Kim Olgren-Potter
Email Address: Kim.Olgren-Potter@prob.ocgov.com
Business Hours: 8:00 AM to 4:30PM

ATTACHMENT B

PAYMENT AND COMPENSATION

1. Compensation: This is a firm fixed fee Subordinate Contract between County and Contractor for Annual Policy Manual Development Subscription set forth in Attachment A, "Scope of Work".

The Contractor agrees to accept the specified compensation as set forth in this Subordinate Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work.

The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles "Amendments" and "Changes" of County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.

2. Fees and Charges: County will pay the fees and charges in accordance with the provisions of this Contract. Payment shall be as follows:

Annual Subscription – Year 1 (6/1/2026 to 5/31/2027)			
Qty	Description	Unit of Measure	Pricing
310	Annual Probation Supplemental Manual(s)	Annual	\$3,756.30
291	Annual Juvenile Detention Policy Manual & Daily Training Bulletins	Annual	\$42,425.10
310	Annual Probation Policy Manual & Daily Training Bulletins	Annual	\$61,882.05
291	Annual Juvenile Detention Supplemental Manual(s)	Annual	\$3,100.80

One-time Implementation Cost (6/1/2026 to 5/31/2027)			
Qty	Description	Unit of Measure	Pricing
1	Juvenile Detention Agency-Specific Content Extraction	Annual	\$36,290.00
1	Probation Full Implementation	Annual	\$69,421.25
1	Juvenile Detention Full Implementation	Annual	\$67,663.75

Annual Subscription – Year 2 (6/1/2027 to 5/31/2028)			
Qty	Description	Unit of Measure	Pricing
310	Annual Probation Supplemental Manual(s)	Annual	\$3,756.30
291	Annual Juvenile Detention Policy Manual & Daily Training Bulletins	Annual	\$42,425.10
310	Annual Probation Policy Manual & Daily Training Bulletins	Annual	\$61,882.05
291	Annual Juvenile Detention Supplemental Manual(s)	Annual	\$3,100.80

Annual Subscription – Year 3 (6/1/2028 to 5/31/2029)			
Qty	Description	Unit of Measure	Pricing
310	Annual Probation Supplemental Manual(s)	Annual	\$3,756.30
291	Annual Juvenile Detention Policy Manual & Daily Training Bulletins	Annual	\$42,425.10
310	Annual Probation Policy Manual & Daily Training Bulletins	Annual	\$61,882.05
291	Annual Juvenile Detention Supplemental Manual(s)	Annual	\$3,100.80

Annual Subscription – Year 4 (6/1/2029 to 2/13/2030)			
Qty	Description	Unit of Measure	Pricing
310	Annual Probation Supplemental Manual(s)	Annual	\$2,637.99
291	Annual Juvenile Detention Policy Manual & Daily Training Bulletins	Annual	\$29,794.43
310	Annual Probation Policy Manual & Daily Training Bulletins	Annual	\$43,458.72
291	Annual Juvenile Detention Supplemental Manual(s)	Annual	\$2,177.64

Contract amount not to exceed \$584,936.53 for initial contract term.

Contract Renewals shall be contingent upon renewal of the Cooperative Contract and shall not exceed \$111,164.25 per year.

- Price Increase/Decreases: No price increases will be considered during the first year of the Contract. County requires documented proof of cost increases on Contracts prior to any price

adjustment. A minimum of 30-days advance notice in writing is required for consideration of such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to County of Orange. County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of Contract. Adjustments, increasing Contractor's profit will not be allowed.

4. Firm Discount and Pricing Structure: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Subordinate Contract not otherwise specified and provided for within this Subordinate Contract.
5. Contractor's Expense: Contractor will be responsible for all costs related to photocopying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. Invoicing Instructions: The Contractor will provide an invoice on the Contractor's letterhead for services rendered. Each invoice must have a unique number and must include the following information:
 - a) Contractor's name or DBA;
 - b) Contractor's address;
 - c) Contractor's remittance address, if different from line b;
 - d) Contractor's Taxpayer ID Number;
 - e) Name of County Agency/Department;
 - f) Subordinate Contract Number MA-057-26011133,
 - g) Delivery/Service address;
 - h) Date of order;
 - i) Product/service description, quantity, and prices;
 - j) Sales tax, if applicable;
 - k) Freight/Delivery Charges, if applicable;
 - l) Total Invoice Amount;
7. Invoices shall itemize all fees, including all applicable Federal, State, Tax and/or any other applicable tax and/or environmental fees as separate line items when invoicing.

Invoices and support documentation shall be addressed to:

County of Orange
 Probation: Accounts Payable
 P.O Box 10260
 Santa Ana, CA 92711-0260

Or

Emailed to: Prob-AP@prob.ocgov.com (preferred)

8. Payment (Electronic Funds Transfer (EFT): County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to The County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.
9. Year End and Final Invoices: At the end of term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor's failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.

ATTACHMENT C
SOURCEWELL MASTER COOPERATIVE CONTRACT NO. 102325

(Attached separately)

**MASTER AGREEMENT #102325****CATEGORY: Public Safety Training and Simulation Equipment and Technology****SUPPLIER: Lexipol, LLC**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Lexipol, LLC, 2611 Internet Blvd., Suite 120, Frisco, TX 75034 (Supplier).

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

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

**Article 1:
General Terms**

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

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

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on February 13, 2030, unless it is cancelled or extended as defined in this Agreement.
1. **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 2. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #102325 to Participating Entities. In Scope solutions include:
1. Sourcewell is seeking proposals for Public Safety Training and Simulation Equipment and Technology, including but not limited to:
 - a. Facilities, structures (fixed or mobile);
 - b. Equipment, props, supplies, rentals, and consumables;
 - c. Augmented or virtual reality, interactive, and digital simulation technology and related software, hardware, and equipment;
 - d. Instructional, educational, training programs, incident-based training, and learning management systems with directly related materials and supplies; and,
 - e. Services, equipment, and software directly related to the offering of the solutions described in Sections 1. a. – d. above, including design, installation, maintenance, repair, training, integration, support, and customization.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- a. **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- b. **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- c. **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) Bankruptcy Notices. Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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

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

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

- b. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply 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, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- d. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to

Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

- e. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.
- f. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- g. **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- h. **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- i. **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

- j. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- k. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- l. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- m. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- n. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- o. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- p. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcwell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcwell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

- r. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
- s. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.
- t. **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

**Article 2:
Sourcewell and Supplier Obligations**

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier

or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

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

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

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

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

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses

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

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

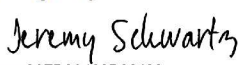
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

- 4) **Ordering Process and Payment.** Supplier’s ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Lexipol, LLC

Signed by:

 C0FD2A139D06489...

Signed by:

 4C0C6B3894694F7...

By: _____

By: _____

Jeremy Schwartz

Jan Roos

Title: Chief Procurement Officer

Title: VP Compliance & General Counsel

Date: 3/13/2026 | 9:42 AM CDT

Date: 3/12/2026 | 1:32 PM CDT

RFP 102325 - Public Safety Training and Simulation Equipment and Technology

Vendor Details

Company Name: Lexipol, LLC
Address: 2611 Internet Blvd., Ste. 120
Frisco, Texas 75034
Contact: Marco DeLeon
Email: mdeleon@lexipol.com
Phone: 940-594-8262
HST#:

Submission Details

Created On: Friday September 05, 2025 15:08:10
Submitted On: Friday October 17, 2025 19:00:17
Submitted By: Marco DeLeon
Email: mdeleon@lexipol.com
Transaction #: 8a0de59c-0cf1-4b75-bdc0-bfd200cd4cd0
Submitter's IP Address: 147.243.229.232

Specifications

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

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

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

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Lexipol, LLC
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	SAM CAGE code 4J5F4 SAM Unique Entity ID: D1JCCUCEZQG1
5	Provide your NAICS code applicable to Solutions proposed.	511210
6	Proposer Physical Address:	2611 Internet Blvd., Ste. 120 Frisco, Texas 75034
7	Proposer website address (or addresses):	www.lexipol.com
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Jan Roos VP Compliance & General Counsel 2611 Internet Blvd., Ste. 120 Frisco, Texas 75034 contracts@lexipol.com 469-257-0596
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Marco DeLeon Vice President 2611 Internet Blvd., Ste. 120 Frisco, Texas 75034 Mdeleon@lexipol.com 469-553-0662
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Jan Roos VP, Compliance & General Counsel 2611 Internet Blvd., Ste. 120 Frisco, Texas 75034 JRoos@lexipol.com 469-257-0596

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

Line Item	Question	Response *
-----------	----------	------------

<p>11</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>Lexipol is the only all-in-one platform for public safety leaders that brings together the critical components needed for operational and personnel readiness, holistically tied to a training theme. Our integrated solutions – policy, e-learning, wellness education and support, reporting (e.g. in-person training tracking and high-risk events), and grants – work together to help public safety leaders streamline and automate time-consuming training related tasks, meet compliance requirements, identify and address emerging risks by highlighting potential training needs, and support personnel well-being and career satisfaction.</p> <p>Lexipol's public safety roots go deep. Founded in 2003 by two attorneys (Gordon Graham and Bruce Praet) who were also law enforcement officers, we grew by hiring and partnering with those who understand the challenges of public service; today, a significant portion of our staff are former or current public safety professionals, and we partner with more than 170 state and national public safety groups, along with leaders in the industry, such as the University of Virginia and the FBI National Academy, to identify and reinforce training themes that improve the public safety profession.</p> <p>From Gordon and Bruce's initial vision of developing comprehensive, state-specific public safety policy manuals backed by daily training, Lexipol has grown to offer a unified platform of solutions that help agencies develop and manage their policies, deliver role-specific training from hire to retire, enhance personnel wellness through training and support resources, and reduce risk and liability.</p> <p>Today, Lexipol serves more than 12,000 public safety and local government organizations in 50 states and Canada, spanning five industries: fire and rescue, law enforcement, corrections, EMS, and local government. Our core values – serve, empower, innovate, collaborate, "own it" – are essential to helping us realize our mission: To empower public safety leaders with the tools, insights, and support they need to lead with confidence, make informed decisions, and build a culture of readiness.</p>
<p>12</p>	<p>What are your company's expectations in the event of an award?</p>	<p>We view a re-award (currently awarded and extremely active user of Sourcewell) as a continued strategic opportunity to strengthen partnerships with public safety and local government agencies. Building on our four years of successfully partnering with Sourcewell, our primary expectation is to continue to increase visibility and awareness of our solutions across Sourcewell member agencies, while providing a simplified, compliant procurement pathway for those seeking high-quality, purpose-built tools for policy, continuing education, reporting, wellness and grant support – all of which directly supports Sourcewell's objectives for public safety training and simulation technology. Our Policy and e-learning platform delivers instructional and educational programs, which feeds into our robust performance reporting platform that helps provide visibility into needed training, while our FTO and grant solutions, part of which is delivered through our Learning Management System, enhance agency readiness by aligning new hire training and assisting with finding funding opportunities to support training and other services. Through our comprehensive agency services, Lexipol provides scalable learning management systems, incident-based training, and support tools that integrate seamlessly with other simulation and technology investments. This positions Lexipol as a strategic partner for Sourcewell members seeking end-to-end solutions.</p> <p>Specifically, we aim to:</p> <ul style="list-style-type: none"> • Leverage Lexipol and Sourcewell's combined marketing and communication power to introduce our solutions to a broader audience of public safety professionals and decision-makers. <ul style="list-style-type: none"> o Lexipol and Sourcewell have partnered numerous times over the last four years to provide thought leadership pieces on cooperative purchasing to our millions of followers and we expect to continue this partnership to educate the market if re-awarded. • Continue to educate the public safety sector – which purchases billions of dollars of equipment and services covered under Sourcewell – about the benefits of cooperative purchasing for our solutions, but also the solutions of hundreds of other vendors, who lean on Lexipol to promote their businesses through our media sites, such as Police1.com and FireRescue1.com, which has well over 2.5M unique views each month. • Streamline the procurement process for our prospective and current customers, reducing administrative burden and accelerating the time to implementation. • Actively collaborate with Sourcewell to support your mission of delivering value, efficiency, and innovation to your members. <p>We are committed to continuing to work alongside Sourcewell to deliver measurable benefits to your members while supporting their operational readiness, compliance, and ongoing professional development needs.</p>

13	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>Lexipol has been in business for over 20+ years, is profitable and backed by GTCR (founded in 1980), a global private equity firm with over 45-year history investing across 15 Funds with ~\$50Billion in assets under management (AUM).</p> <p>To expand upon our financial strength, Lexipol's current utilization of our previously awarded Sourcewell cooperative agreement, which makes up a small portion of our overall business (significant legacy business pre-2022 Sourcewell award) has or will soon exceed ~\$25M a year.</p> <p>Additionally, because Lexipol is a portfolio business, servicing 12,000 public safety customers, with a variety of solutions, we have a diverse, sustainable, and extremely strong financial position.</p>
14	<p>What is your US market share for the Solutions that you are proposing?</p>	<p>Lexipol has a meaningful share of the US public safety market however our exact share varies greatly by product, vertical, state, and agency size.</p> <ul style="list-style-type: none"> Lexipol has ~7.3K Law Enforcement agency customers or ~41% of the 18K LE agencies in the US. Lexipol began on the west coast of the US so our penetration tends to be higher in states such as California where our LE policy penetration is >90%. Lexipol has ~3.5K Fire & rescue agency customers in the US and our customer base in this vertical tends to skew towards career or combination (career + volunteer) departments. There are ~29,5k fire departments in the US and ~2/3 are volunteer-only, which has very little budget and less of an overall spend compared to career departments. Of the remaining departments which tend to be where Lexipol focuses, although we do serve some volunteer-only departments, our US share is ~35% Lexipol has fewer than 500 agency customers in the other verticals we serve such as Local governments, and Corrections ~75% of Lexipol's customers currently subscribe to 1 of Lexipol's 4 core product families. Customer count defined above represents customers that have at least one Lexipol product, however room to expand our footprint is greatly improved when you consider the opportunity to sell additional products into our existing customer base. Lexipol has ~6.7K Policy customers, ~6.3K e-learning customers, ~1K Wellness customers, and ~700 Performance Reporting (trend tracking) customers Lexipol's sweet spot customer segment from an agency size perspective is agencies between 15-150 sworn / fire fighters. We tend to have the highest level of penetration in this medium/large segment as compared to the extra-small and extra-large (metro-area) segments due to our product market fit for these agencies <p>In total, Lexipol has ~28% penetration or ~12K agencies in public safety and has a meaningful opportunity to grow with both new agencies and within our existing customer base.</p>
15	<p>What is your Canadian market share for the Solutions that you are proposing?</p>	<p>As we continue to expand our portfolio, there may be additional opportunities in Canada for certain solutions. Although we have several meaningful Canadian customers, the Canadian market is not a current priority for Lexipol however this may evolve in future years.</p>
16	<p>Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p>	<p>Not applicable.</p>

<p>17</p>	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Lexipol is a service provider.</p> <p>Our sales and service teams are all Lexipol employees; we do not contract sales and services functions. These teams represent broad geographic reach and public safety expertise, positioning them to anticipate and address the needs of law enforcement, fire and EMS, corrections, dispatch and local government organizations.</p> <p>Strategic Alliance Team This team is made up of seven individuals, all who whom bring experience as former command-level staff in public safety agencies (e.g., police chiefs). They manage relationships with risk pools, insurers, and state chief's associations, building the foundation for enterprise-level deals that can accelerate the adoption of Lexipol solutions at the agency level. This team has been greatly expanded in the four years we've been working with Sourcewell and is key to helping agencies understand the power of cooperative purchasing and how to leverage Sourcewell in their purchasing requests.</p> <p>Sales Team Lexipol's sales team consists of individuals across the country, each supporting a specific geographic territory. Sales executives undergo extensive training and testing to ensure they understand the unique needs of the public safety market, fiscal cycles, and how to help agencies tap into alternative funding sources and purchasing tools such as cooperative purchasing through Sourcewell. In fact, every new sales executive entering Lexipol's Go-To-Market machine is required to take Sourcewell Cooperative training as part of their onboarding process, which includes understanding how Lexipol has incorporated Sourcewell into our day-to-day operations (e.g. Sourcewell quotes built into our CRM). Lexipol sales leaders use state-of-the-art management tools, such as Gong, Salesforce, and Salesloft, to ensure consistency within our sales process. Regular audits of our conversations with prospective customers, as well as analysis of win/loss data, support continuous quality improvement in our sales process.</p> <p>Customer Success Team Our customer success team covers customer service, technical support, operations, and customer enablement. In many ways this team is the lifeblood of Lexipol, providing reliable, fast response to customer requests and questions. Our customer success individuals are also skilled at helping agencies maximize the use of Lexipol solutions, ensuring agencies get the most out of their investment. They help customers navigate funding for renewals and make recommendations for agencies to bring on additional Lexipol solutions. This team is familiar with the Sourcewell contract and, over the history of our partnership with Sourcewell, has been able to leverage the contract to help agencies avoid having to go through burdensome procurement obstacles for renewals and as they add additional Lexipol solutions, which causes them to exceed various procurement thresholds.</p> <p>Professional Services Team This group of passionate professionals focuses on helping agencies quickly implement and adopt Lexipol solutions. These individuals have extensive experience in public safety and, while active in public safety, have implemented and used our solutions, so they understand customer needs and how to keep implementation on track. This team also provides initial customer training to ensure that agencies are equipped to use their solutions.</p>
<p>18</p>	<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>As a provider of advanced SaaS solutions, Lexipol is compliant with SOCII Type 2, NIST 800-53, GDPR, CCPA, CAN-SPAM, CJIS, and holds multiple industry-specific licenses, including legal and professional certifications.</p>
<p>19</p>	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>N/A</p>

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Since 2020, Lexipol has received more than 60 awards for our solutions, as well as awards for corporate innovation and workplace excellence. In addition, the Lexipol Media Group, which is core to promoting other businesses in the public safety sector through our media sites (e.g. Police1.com), is repeatedly recognized for our industry analysis and commentary. Some highlights include:</p> <p>Corporate</p> <ul style="list-style-type: none"> • GovTech 100 - Top Companies list, 2023-2025 • Stevie Awards - Company of the Year, 2022-2024 • Business Intelligence Group - BIG Innovation Award, 2021 and 2023 • Best in Biz - Best Legal Department, 2022 • MarDreamies - Social Impact Award, 2021 and 2022 • MUSE Creative Awards - Corporate Social Responsibility, 2021 • Globee Business Awards - Silver Golden Bridge Award for Best COVID Response of the Year, 2021 <p>Policy Management</p> <ul style="list-style-type: none"> • Award Chimp - Best in SaaS Awards – Best Company in Public Safety Policy Management, 2024 • Inc. - Best in Business Award (Government Services), 2022 • SaaS Appealie Awards - Best Vertical Solution, 2022 <p>Wellness</p> <ul style="list-style-type: none"> • Best in Biz - Best New Product of the Year, 2024 • Business Intelligence Group - BIG Innovation Award, 2024 • Best in Biz - Best New Version of the Year, 2023 • SaaS Appealie Awards - Best Vertical Solution, 2023 <p>Training</p> <ul style="list-style-type: none"> • SaaS Awards - Best SaaS Product for Learning Management or Training, 2022 <p>Workplace Recognitions</p> <ul style="list-style-type: none"> • Technology Top Workplace, 2025 • Inspiring Workplace, North America, 2022, 2024 and 2025 • Top Workplace for Work-Life Flexibility, 2025 • Most Loved Workplace for Veterans, 2024 • Most Loved Workplace for Wellness, 2024 • Comparably Best Companies for Women, 2022 <p>Lexipol Media Group Lexipol's media sites (FireRescue1, EMS1 and Police1) have received 22 awards for editorial excellence in the past 5 years. Highlights include:</p> <ul style="list-style-type: none"> • ASBPE Azbees, Central Region - Online State of the Industry Coverage (2022-2025) and Event Coverage (2025) • IAFF Media Award, 2021, 2023 and 2025 • Eddie and Ozzie Awards - Best Data Visualization (2024), Best Series of Articles (2024), Editorial Team of the Year (2023), On-Location Coverage (2023), Best Column (2020 and 2021) • SIIA Jesse H. Neal Awards - Best Commentary (2025), Best Subject-Related Package (2025), Best Range of Work by a Media Brand (2024), Best New Product – First Responder Wellness Week (2024), Best Website (2022 and 2023)
21	What percentage of your sales are to the governmental sector in the past three years?	98%
22	What percentage of your sales are to the education sector in the past three years?	2%

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>Prior to being awarded our cooperative contract with Sourcwell, Lexipol utilized a variety of other cooperative purchasing groups to facilitate agency participation. However, since the adoption of our Sourcwell contract, Lexipol has made a deliberate and strategic decision to align nearly all cooperative activity under that single agreement, with the vast majority of this taking place over the last three years.</p> <p>Today, approximately 95% of eligible customers who had previously purchased through other cooperative groups have transitioned to Sourcwell for renewals—reflecting our full commitment to this partnership. While Lexipol continues to honor and participate in certain other cooperative purchasing agreements where appropriate, our focus is clear: we have gone all-in with Sourcwell.</p> <p>We are actively educating and assisting agencies still using alternative cooperative contracts to migrate to Sourcwell, ensuring they can take full advantage of the streamlined purchasing, transparency, and national recognition that Sourcwell provides.</p> <p>While the organization participates in a small number of other cooperative purchasing agreements, details regarding the scope, sales volume, or revenue of each remain confidential. Nonetheless, Sourcwell stands as the largest and most impactful agreement for Lexipol—representing over \$25 million in contract volume since inception.</p>
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	NA – see #23. Once awarded our original Sourcwell contract in 2022, Lexipol has intentionally worked to phase out all other cooperative agreements and committed to Sourcwell.

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Hickory Creek Police Department (TX)	Chief Carey Dunn	(940) 497-3520
Castle Shannon Police Department (PA)	Chief Ken Truver	(412) 885-9300 x115
Oak Township Fire Department (IA)	Asst. Chief John Stacey	(402) 213-1097
Numerous additional references, testimonials, etc. can be located here:	https://www.lexipol.com/resources/?e-filter-a3bcba3-app_resource_type=case-studies	555-555-5555

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

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

Line Item	Question	Response *
-----------	----------	------------

<p>26</p>	<p>Sales force.</p>	<p>Lexipol's success in driving adoption across the public safety sector is powered by a highly specialized go-to-market (GTM) organization built specifically for this industry. Our integrated sales and marketing machine—comprised of approximately 70 professionals—is designed to efficiently generate demand, build trusted relationships, and close business across thousands of public safety agencies nationwide.</p> <p>Targeted Marketing and Demand Generation Lexipol's Marketing Team of 21 professionals specializes in creating highly targeted, data-driven campaigns focused exclusively on the public safety market. These campaigns leverage deep sector segmentation, behavioral targeting, and thought leadership content to drive qualified lead generation. Marketing efforts are further amplified through strategic partnerships with more than 170 national and state-level associations, insurance groups, and risk pools. This network is supported by a dedicated team of six former police chiefs who maintain ongoing relationships with association leadership and help drive awareness, trust, and adoption of Lexipol solutions within the first responder community.</p> <p>Sales Development and Pipeline Acceleration Leads generated through marketing and partner channels are nurtured by a team of 22 Sales Development Representatives (SDRs) who specialize in outreach and qualification. These SDRs engage directly with agencies to identify needs, educate on Lexipol's solutions, and accelerate pipeline creation. SDR efforts are coordinated by four SDR managers, ensuring alignment with regional priorities and consistent quality of engagement.</p> <p>Territory-Based Sales Execution Lexipol's 26 Account Executives (AEs) operate in assigned territories across the United States, enabling close alignment with agency needs and regional priorities. Each AE develops deep familiarity with the public safety ecosystem in their region—law enforcement, fire, corrections, and local government—and collaborates directly with agencies to tailor solutions that deliver measurable outcomes. This approach has fueled consistent year-over-year sales growth for more than two decades.</p> <p>Sales Leadership and Enablement The sales organization is supported by:</p> <ul style="list-style-type: none"> • Four Regional Sales Directors providing strategic coaching and deal support • One Vice President of Sales overseeing direct agency sales operations • One Vice President of Strategic Alliances managing partnerships and institutional relationships • Three Sales Enablement professionals ensuring teams are equipped with tools, data, and training for success • Two Sales Operations specialists managing systems, analytics, and reporting • All under the direction of Lexipol's Chief Revenue Officer, who leads the company's entire go-to-market strategy <p>This layered leadership structure ensures accountability, alignment, and repeatable success across all stages of the sales cycle.</p> <p>Proven Track Record For more than 20 years, Lexipol has maintained a dominant market presence by combining deep domain expertise, a consultative sales approach, and a mission-driven culture rooted in public safety. Our team's ability to build trust, demonstrate value, and deliver measurable outcomes has allowed Lexipol to successfully expand its reach year over year—consistently meeting or exceeding growth objectives.</p>
<p>27</p>	<p>Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.</p>	<p>Not applicable. Lexipol does not utilize dealers, distributors, resellers, or other third-party channels for the delivery of our solutions. All sales and customer engagements are conducted directly through our internal sales force. Each member of our sales team receives comprehensive training on Sourcewell processes during onboarding, with ongoing reinforcement and support throughout their tenure to ensure consistency and compliance. With the rare exception of a partner seeking to cover our costs as a value add for their customer, all solutions are delivered directly by Lexipol.</p>
<p>28</p>	<p>Service force.</p>	<p>Professional Services – 85 members</p> <p>At the heart of Lexipol's Professional Services stands a dedicated force of 85 specialists whose mission is clear: to guide agencies through seamless implementation and to provide ongoing managed services that ensure long-term success with our product offerings.</p> <p>This team is unlike any other. Many once wore the badge, having served as sworn members of law enforcement or fire fighters. Among them are former chiefs and department heads who know firsthand the challenges of leading in times of crisis and calm alike. Others bring invaluable perspectives from the firehouse and the frontlines of emergency medical services, where every second mattered and lives depended on swift, decisive action.</p> <p>Together, they carry not only deep technical skill but also the weight of lived experience</p>

—centuries of it—earned through service in communities across the nation. When our Professional Services personnel walk alongside an agency, they do so not as outsiders, but as peers who have stood in their shoes. That shared understanding, coupled with unmatched expertise, is what transforms every Lexipol engagement into more than a service—it becomes a partnership built on trust, respect, and the relentless pursuit of safer communities.

Customer Success – 27 members

At Lexipol, our Customer Success team is made up of 27 dedicated professionals who serve as the trusted bridge between our clients and the solutions we deliver. They guide every step of client engagement, manage critical processes like billing and account care, and—most importantly—act as the primary point of contact for the agencies we serve.

What sets this team apart is more than their skill in process or precision in detail—it's their background. Many come directly from the public safety community, having worn the uniform and carried the responsibility of protecting lives. They've served in agencies for years, building a deep understanding of the demands, pressures, and unique needs that define the public safety industry.

This shared experience shapes every interaction. When our Customer Success personnel engage with an agency, they don't approach as detached representatives of a company; they come as peers who know the challenges firsthand. Their empathy and expertise combine to create a partnership grounded in trust, ensuring every client feels supported, understood, and equipped to serve their communities more effectively.

Customer Support – 13 members

Lexipol's Customer Support team is built on a foundation of service and expertise, with 13 dedicated professionals standing ready to assist agencies every day. Their mission is clear: to provide timely, reliable technical and account support through phone, email, and a streamlined ticketing system.

What makes this group remarkable goes beyond their responsiveness—it's the perspective they bring. Many of our support personnel have served directly within the public safety community, spending years inside agencies and experiencing firsthand the challenges of protecting and serving. They understand the pressures, the stakes, and the urgency that define this work.

That depth of experience ensures that when an agency reaches out for help, they're not just speaking to someone who understands the technology—they're connecting with someone who understands their world. Whether resolving an account issue, troubleshooting a system, or guiding users through solutions, Lexipol's Customer Support team delivers more than answers. They deliver assurance, empathy, and the confidence that someone who has "been there" is walking alongside them.

Customer Enablement – 6 members

At Lexipol, our Customer Enablement group is a specialized team that serves as a trusted resource for agencies navigating our platforms and solutions. Their role is to guide, train, and consult—ensuring every customer feels confident, supported, and empowered to make the most of Lexipol's offerings.

What makes this group truly exceptional is the depth of experience they bring to the table. Each member has served on the frontlines of public safety, carrying titles such as detective, chief of police, and flight nurse. They are subject matter experts in law enforcement, fire, and EMS—individuals who have lived the realities of the communities they now support.

When they work with customers, it isn't from the outside looking in. They understand the urgency of a call, the weight of command decisions, and the life-or-death stakes of public safety work. That insight shapes the way they train, consult, and problem-solve. Every interaction is grounded in empathy, credibility, and a commitment to making agencies more effective and resilient.

Together, the six members of the Customer Solutions group embody Lexipol's promise: to stand beside our customers as partners, leveraging lived experience and technical expertise to strengthen agencies and the communities they serve.

<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>Lexipol uses Master Services Agreements (MSAs) and Addendums. New customers are required to execute MSAs that outline the overall terms and conditions, with detailed Exhibits that explain the solution that is being purchased. Existing clients may use Addendums to add additional products to their current MSA. Once the MSA or Addendum is executed, the client agency is onboarded through Lexipol's in-house Professional Services team to ensure completion of the associated onboarding or implementation requirements.</p> <p>All orders are transacted directly with Lexipol Sales professionals. The Lexipol sales team, split into New Logo teams selling first time clients, and Client Growth teams selling additional solutions to existing clients, are responsible for educating the prospect/client agencies on the solutions, negotiating the contract terms, and delivering the contracts for execution.</p> <p>Lexipol also has Customer Success team that supports our clients, and they may also engage with existing clients to promote solutions covered by the Sourcwell agreement. However, they would still hand off to the sales team to run the demo, educate the buyer, and manage the contracting process.</p> <p>Last, as stated elsewhere, Lexipol has incorporated a Sourcwell specific MSA and Addendum, which is created through our CRM, to create a simple and compliant process for Sourcwell member agencies to utilize the Sourcwell agreement, while allowing the Lexipol team to easily track compliance and reporting back to Sourcwell for administrative purposes.</p>
<p>30</p>	<p>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>	<p>The customer experience is enhanced by 3 groups. Professional / Managed Services, Customer Support, and Customer Success.</p> <p>Professional Services</p> <p>Professional service teams focus on getting a new product, system, or service up and running for the customer. Their role is typically project-based and time-bound, with the goal of ensuring a smooth onboarding.</p> <p>Key Responsibilities:</p> <ol style="list-style-type: none"> 1. Planning & Scoping <ol style="list-style-type: none"> a. Assessing customer needs and goals. b. Designing an implementation plan tailored to the customer. 2. Configuration & Setup <ol style="list-style-type: none"> a. Installing, integrating, and configuring the product or service. b. Migrating data (if applicable). 3. Training & Enablement <ol style="list-style-type: none"> a. Educating users on how to use the system effectively. b. Delivering workshops, webinars, or documentation. 4. Testing & Go-Live <ol style="list-style-type: none"> a. Running pilots or tests to ensure everything works as expected. b. Supporting the customer during go-live. 5. Handoff to Ongoing Support <ol style="list-style-type: none"> a. Transitioning the customer to customer success or managed services once the system is live. <p>Managed services</p> <ol style="list-style-type: none"> 1. Focus on the long-term operation, optimization, and support of the product or system after implementation. Their role is ongoing and proactive, acting as an extension of the customer's team. <p>Monitoring & Maintenance</p> <ol style="list-style-type: none"> 2. Keeping systems running smoothly (e.g., uptime monitoring, policy / DTB updates). 3. Handling routine tasks so the customer doesn't have to. 4. Performance Optimization 5. Analyzing usage and suggesting improvements. 6. Fine-tuning configurations to maximize value. 7. Ongoing Support 8. Acting as a dedicated support resource for escalations. 9. Providing regular check-ins and reporting. 10. Strategic Partnership 11. Helping customers align the product with their business goals. 12. Identifying opportunities for expansion, upgrades, or new features. 13. Cost & Resource Efficiency 14. Allowing customers to offload technical or operational responsibilities. <p>Customer Success</p>

Accounts are organized by size and assigned to one of 3 tiers for continued servicing.

Tier 3 accounts are served by the Customer Success Associate pod. This team manages customer requests using a round robin ticketing queue with multiple Customer Success Associates sharing responsibilities for the entire pool of Tier 3 accounts.

Tier 1 and 2 accounts have a dedicated Customer Success Manager. These specialists provide ongoing account and product support for customers.

Their primary role consists of:

1. Post Onboarding & Adoption

- Guide customers through the first stages of using the product.
- Provide best practices, resources, and training to drive adoption.
- Help customers integrate the product into their daily workflows.

Goal: Ensure customers quickly see value after purchase ("time-to-value").

2. Relationship Management

- Act as the main point of contact for strategic conversations.
- Build strong, trusted relationships with customer stakeholders.
- Serve as the customer's voice inside the company (advocating for needs with product, support, and leadership).

Goal: Establish trust and keep customers engaged.

3. Business Reviews & Value Tracking

- Conduct Quarterly Business Reviews (QBRs) or regular check-ins.
- Share insights on usage, performance, and ROI.
- Align on customer's goals and how the product supports them.

Goal: Keep the customer aware of the value they're receiving.

4. Risk Management & Retention

- Monitor customer health (engagement, satisfaction, usage).
- Spot early signs of churn risk (declining logins, low adoption, negative feedback).
- Intervene with tailored plans to re-engage customers.

Goal: Reduce churn and keep customers successful long-term.

5. Expansion & Growth

- Identify upsell or cross-sell opportunities (additional features, services, or licenses).
- Introduce new solutions that solve evolving customer needs.
- Partner with sales to drive revenue growth from existing accounts.

Goal: Help customers grow with the product while expanding account value.

6. Internal Collaboration

- Work with Support to escalate or resolve issues quickly.
- Provide feedback to the Product team on customer pain points or feature requests.
- Partner with Marketing to source case studies or testimonials from happy customers.

Goal: Act as the bridge between customer needs and internal teams.

Customer Support

This team is the bridge between the customer and Lexipol. They are available 8am-7pm Central. Their primary responsibilities include:

1. Customer Assistance

- Answering questions about products or services.
- Providing step-by-step guidance to resolve technical or functional issues.
- Offering training or resources so customers can be more self-sufficient.

2. Problem Resolution

- Troubleshooting technical issues (e.g., software bugs, login problems).
- Escalating complex cases to specialized teams (like engineering or product).
- Ensuring issues are resolved within agreed timelines (often tracked by SLAs).

3. Communication & Relationship Building

- Acting as the first point of contact for customers.

		<ul style="list-style-type: none"> Communicating updates, fixes, and solutions in a clear, empathetic way. Building trust and maintaining positive relationships with clients or users. <p>4. Feedback Collection</p> <ul style="list-style-type: none"> Gathering customer feedback on recurring issues, usability challenges, or feature requests. Relaying this information to product, engineering, or content teams to improve the overall customer experience. <p>5. Documentation & Knowledge Sharing</p> <ul style="list-style-type: none"> Creating help articles, FAQs, and user guides to reduce repetitive support requests. Updating internal knowledge bases to ensure consistency across the team. Sharing insights across departments so everyone benefits from customer feedback. 	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>Lexipol is fully committed and well-positioned to provide our products and services to Sourcewell participating entities. Since contracting with Sourcewell in 2022, we have steadily expanded both the breadth and depth of our offerings, all revolved around the core theme of Training. Our solutions roadmap outlines a clear and deliberate plan for continued innovation—introducing new products, features, and functionality that align with the evolving needs of public safety and government agencies, along with the scope of this RFP.</p> <p>To ensure continued success for Sourcewell participants, Lexipol actively leverages its dedicated marketing, sales development, and sales force resources to streamline procurement, reduce operational complexity, and empower agencies to better support their personnel. Training remains the cornerstone of our current solutions and future development efforts. As we grow—whether through strategic M&A or the development of new modules—our solutions will continue to reinforce this training-centered approach, ensuring continued alignment with the intent of this RFP.</p> <p>Lexipol's ongoing investment in innovation, customer support, and partnership demonstrates not only our ability but also our deep commitment to delivering lasting value to all Sourcewell participating entities.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Lexipol currently provides SaaS-based services within Canada and is fully registered and compliant from both an entity and tax standpoint. Our solutions also meet Canadian data management and privacy requirements, ensuring all services align with applicable regulations and standards.</p> <p>As Lexipol continues to grow as a portfolio company, we have expanded our capacity to deliver a range of integrated solutions to our existing customer base. This foundation positions us well for potential expansion into new markets, including broader participation through Sourcewell entities in Canada.</p> <p>We are both able and willing to support Sourcewell participating entities in Canada where opportunities align with our operational capabilities and strategic priorities. While our primary focus today remains the United States, we are actively exploring opportunities to extend our reach and impact internationally — particularly where our solutions can provide measurable value to public safety, government, and community-serving organizations.</p> <p>In short, Lexipol is equipped to deliver its SaaS products and services in Canada today, and we are committed to expanding that footprint as we continue to grow our portfolio and serve an increasingly diverse set of clients.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	NA	*

34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	<p>Lexipol's primary market includes public safety and government organizations such as:</p> <ul style="list-style-type: none"> • Law enforcement agencies • Fire departments • EMS and dispatch centers • Corrections institutions • Local, county, and state public safety associations • Municipal and county government entities with public safety or risk management responsibilities <p>These organizations represent the core sectors our products, content, and services are purpose-built to support for public servants and the communities they serve.</p> <p>Lexipol's full policy solution—which includes comprehensive, continuously updated policy content and integrated training—is available in most states. In some states, however, our solution primarily provides the technology platform to house and deliver an agency's own policies and training, rather than preloaded Lexipol content. In states where this is the case, the technology to support will be provided.</p> <p>While Lexipol's solutions are tailored primarily to public safety and government operations, we recognize that other public entities may also benefit from our platforms and offerings. Therefore, any public agency or partner organization with similar needs may be eligible for access. Entities that fall completely outside of these domains (for example, those with no connection to public service, community safety, or governance functions) may not be a natural fit—not due to restrictions in access, but because the solutions may not align with their operational scope. However, any Participating Entity whose operational needs fit within these areas will have full access to our solutions if awarded an agreement.</p> <p>In summary, Lexipol does not restrict access based on account type; rather, full access is extended to any Participating Entity whose mission and functions align with the use cases our solutions are designed to address.</p>	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
-----------	----------	------------

<p>37</p>	<p>Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>Since becoming part of the Sourcewell cooperative purchasing program in 2022, Lexipol has been actively promoting the partnership. We will continue and expand on these efforts, creating a multi-channel marketing strategy that includes:</p> <ul style="list-style-type: none"> • Trade shows – Lexipol attends approximately 150 national, regional and state trade shows annually. At these events, Lexipol sales and strategic alliances personnel engage with agency leaders, demo our products, and discuss funding opportunities, including Sourcewell. • Digital marketing – Lexipol maintains an extensive database of hundreds of thousands of contacts within public safety. We market to these contacts through dedicated email campaigns and newsletters, which provide excellent opportunities to reinforce the benefits of purchasing through Sourcewell. Sourcewell also maintains a prominent place on the Lexipol website. • Thought leadership – Lexipol has a robust thought leadership program, combining live webinars with digital assets such as tip sheets and white papers. After the initial awarding of the Sourcewell contract, Lexipol and Sourcewell presented a joint webinar, "Why & How Cooperative Purchasing Streamlines Procurement for Public Safety," (located here: https://one.lexipol.com/webinar-cooperative-purchasing) which garnered 590 registrations and 53 agency leaders asking to learn more about how they could leverage Sourcewell to buy solutions. We also produced a tip sheet designed to educate the market about cooperative purchasing. Lexipol is committed to continuing these efforts; potential future assets include a webinar that builds on the previous one and a case study showcasing the benefits an agency realized through Sourcewell cooperative purchasing. • Social media – We maintain an active presence on LinkedIn, Facebook, X, Instagram and YouTube. These channels can and will continue to be used to showcase our partnership and promote educational resources about cooperative purchasing. • Industry advertising – Lexipol regularly advertises across industry publications, such as Fire Engineering and Police Chief magazines, as well as eblasts through national and state associations. These are prime opportunities to showcase the Sourcewell partnership. A great example of this is our current advertising campaign through ICMA (International City/County Management Association) that includes a redesigned tip sheet on Sourcewell, a dedicated landing page that promotes the previously mentioned webinar and the tip sheet, and ads driving to the page. • Lexipol Media Group – Lexipol's media sites (Police1, FireRescue1, EMS1, Corrections1 and Gov1) provide a unique opportunity to amplify awareness around the Lexipol/Sourcewell partnership, with run-of-site and e-newsletter placements that garner millions of impressions monthly. Lexipol Media Group has been and will continue to be leveraged to position cooperative purchasing as an important trend public safety leaders should be aware of. <p>Sales enablement – A key factor in the success of this partnership has been ensuring our sales team understands the power of cooperative purchasing and recognizes when to initiate a conversation about Sourcewell. Working closely with Sourcewell representatives, we have designed training for our entire sales team and have incorporated cooperative purchasing training into the onboarding process for all new team members. Importantly, this is not a one-and-done effort at the beginning of our contract period. Rather, Sourcewell and Lexipol representatives stay in close contact to ensure our training is evolving with the needs of the industry and our respective teams. A great example is the recent full-day training development Lexipol and Sourcewell representatives conducted at Sourcewell headquarters (located here: https://www.linkedin.com/posts/activity-7356380965788639235-64Wc/?utm_source=share&utm_medium=member_desktop&rcm=ACoAAAFhy0wB27xjV272CfflyiU0f_00Ek2N3gA), which Lexipol used as a catalyst to keep the cooperative purchasing conversation going with our hundreds of thousands of public safety followers.</p>
-----------	--	---

<p>38</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Lexipol leverages an integrated digital marketing ecosystem to amplify brand visibility, generate high-quality leads, and accelerate the buyer journey from awareness to conversion. Our strategy is rooted in data-driven automation, thoughtful content delivery, and full-funnel analytics to ensure maximum campaign impact and ROI.</p> <p>At the core of our operations is a robust marketing automation platform (Pardot, integrated with Salesforce), which powers advanced lead nurturing workflows, behavior-based email automation, and dynamic content delivery. For example, we use AI-enabled send-time optimization to ensure emails are delivered at the moment of highest individual engagement potential. Each asset – whether an email, ad, or thought leadership piece – is linked to a Salesforce campaign, enabling precise attribution modeling and visibility into campaign influence on pipeline and closed-won opportunities.</p> <p>Monthly cross-channel reporting based on KPIs such as lead quality, conversion rates, engagement scores, and influenced revenue helps us identify refinements to our process. Our Marketing and Sales functions work together closely to ensure leads are actioned as soon and effectively as possible. We continuously test and refine messaging, creative, and delivery channels to ensure campaigns stay relevant and impactful. While some refinements are by nature a function of process, we also bring technology to bear when it can move the needle. For example, over the last two years we have invested significantly in a webinar platform that provides enhanced attendee engagement data as well as opportunities for attendees to download info sheets and access related content. This information is integrated into Salesforce, seeding more meaningful follow-up conversations with prospects. Similarly, we have invested in a content management system that makes it easier for our sales teams to share thought leadership content and information about our solutions following demo calls, and provides detailed analytics to help us understand what's working and where we need to refine content, messaging, or access.</p> <p>High-value content remains the foundation of our brand strategy. We produce and distribute a rich portfolio of thought leadership content—including webinars, ebooks, white papers, blogs, and explainers—designed to educate public safety professionals, earn trust, and foster long-term brand affinity. These assets serve as entry points for top-of-funnel audiences and are supported by lead scoring models and nurture programs that drive prospects toward sales readiness.</p> <p>To maximize reach and reinforce market presence, Lexipol employs a multi-channel advertising strategy that includes both owned media (Lexipol Media Group sites and newsletters) and paid placements across high-traffic industry platforms. All digital assets are SEO-optimized, with structured metadata, strategic keyword integration, and responsive design to enhance discoverability and user experience.</p> <p>Finally, we maintain an always-on social media strategy, engaging our audience multiple times daily with thought leadership, solution highlights, customer stories, and co-branded partner content. We also use paid social to extend campaign reach, retarget website visitors, and accelerate re-engagement.</p> <p>This tech-enabled, content-first approach ensures Lexipol not only captures demand but also builds lasting connections with public safety and local government agencies through meaningful, measurable engagement. As noted above (#37), these channels and approaches have been an important part of our strategy to market our partnership since originally being awarded the Sourcewell contract. We will continue to build on them to further spread the word about our partnership and educate the market about the value of cooperative purchasing.</p>
-----------	--	---

39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>We view Sourcewell as a strategic partner who will help us promote visibility and adoption of the contract as well as reduce the need for timely and exhaustive procurement processes by providing a competitively solicited, pre-awarded contract. Sourcewell plays a critical role in educating eligible agencies about the value and ease of purchasing through cooperative contracts – education that is aligned with Lexipol's thought leadership and content marketing strategy.</p> <p>If awarded, Lexipol will continue to actively promote the Sourcewell-awarded agreement as a key procurement vehicle within our go-to-market strategy. This includes:</p> <ul style="list-style-type: none"> • Sales Enablement and Training: Our sales teams already receive dedicated training on the Sourcewell contract's scope, eligibility, and benefits. Sourcewell is positioned as a valuable procurement option for qualified leads, especially those seeking an expedited purchasing path. • CRM Integration: The Sourcewell agreement is embedded into our Salesforce CRM workflows. Opportunities influenced by the contract are tracked and reported against, ensuring visibility into Sourcewell-driven pipeline and sales performance. • Reporting and Feedback: Lexipol will provide periodic reporting to Sourcewell on contract usage, engagement activity, and sales conversions resulting from the agreement. We also welcome Sourcewell's input on market trends and promotional opportunities to ensure continued alignment and mutual success. <p>In short, we consider Sourcewell not just a contracting mechanism, but a vital partner in expanding access to innovative public safety solutions through trusted, efficient procurement.</p>	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Lexipol provides an e-procurement solutions for individuals (not agencies) in need of continuing education to maintain certifications, so this is not applicable to our business.	*

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

Line Item	Question	Response *
-----------	----------	------------

<p>41</p>	<p>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>	<ol style="list-style-type: none"> 1. Help Center Articles (Self-Service Knowledge Base) <ul style="list-style-type: none"> • Step-by-step guides for core workflows (e.g., assigning courses, creating policies) • Troubleshooting FAQs for common issues • Best practices guides for admins and users • Quick start guides for new customers 2. Live Web Sessions (Interactive Training) <ul style="list-style-type: none"> • Scheduled onboarding sessions for new customers • Role-based training (Admin, Instructor, End User) • Topic-specific sessions (e.g., reporting tools, course creation, analytics) • Open office hours or Q&A sessions with product specialists 3. Recorded Web Sessions (On-Demand Library) <ul style="list-style-type: none"> • Archived recordings of live training sessions • Feature spotlight videos (short 5–15 min tutorials) • In-depth workflow walkthroughs (30–60 min) • Categorized recordings by product area or user role 4. Webinars (Education & Engagement) <ul style="list-style-type: none"> • Product update webinars introducing new features • Best practices and compliance-focused sessions • Guest speakers and industry expert panels • Customer success case studies and agency stories 5. Online Learning Courses (Structured Learning Paths) <ul style="list-style-type: none"> • Self-paced courses with quizzes and certifications • Role-based learning paths (Admin onboarding, Instructor skills, End user training) • Microlearning modules for feature refreshers • Scenario-based training for real-world application 6. Digital Collateral (Printable/Downloadable Resources) <ul style="list-style-type: none"> • Quick reference one-pagers (e.g., "How to Run a Report") • Step-by-step visual guides • PDF checklists (e.g., "Admin Setup Checklist") • Posters or job aids for station/office display 7. UI Overlays & Tooltips (In-App Guidance) <ul style="list-style-type: none"> • Contextual tooltips explaining features directly in the platform • Guided walkthroughs for first-time users (onboarding flows) • Pop-up highlights for new feature releases • Embedded links to Help Center articles from within the UI <p>All standard options, with no additional costs. Should an agency need additional training or support, they also have the ability to directly engage with our Customer Success team for support at no additional cost, unless they are requesting support not included in typical support (e.g. an onsite training).</p>
-----------	---	--

<p>42</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>Lexipol has a robust roadmap of technological advances that focus on continuing to lift the value of our unified platform through product integrations, add value within each product family, and drive overall product stickiness. The goal of all technological advances is to grow bookings by increasing the cross-sell potential of our solutions, add additional monetizable modules that could be sold as an upsell, and increase the overall value of our solutions to warrant a price premium and/or increase win-rates relative to competitors.</p> <p>Below is a non-exhaustive view of our product roadmap over the next 18 months:</p> <ul style="list-style-type: none"> Unify our product experience within the LexOne platform: Integration of our 4 product families into a unified platform is a top priority to create a seamless, easy-to-use interface that consolidates our solution experience within the LexOne platform, which is focused on training at its core. LexOne is where customers will log-in to conduct all of their Lexipol product functions including managing assignments, reviewing reports, and overseeing their program. Customers are looking for fewer software products that easily work together and that is what we will be delivering within LexOne. <p>Beyond a single, easy-to-use interface, we are also integrating workflows across solutions, so they work together to drive incremental value for customers – an example of this is linking Wellness interventions to critical incidents highlighted within Performance Reporting, to provide appropriate training and support. If a customer is populating a report that indicates an officer may have experienced a triggering event, prompts will be raised to that individual and others in the agency to offer wellness training and resources, as applicable.</p> <ul style="list-style-type: none"> Leverage AI to increase product engagement: To make product engagement easier and increase cross-selling, we will be including a recommendation engine that guides administrators on how to tailor Lexipol product usage (e.g., training assignments) based on the underlying needs of their users. An example of this is tailoring policy acknowledgements based on recent events highlighted within Performance Reporting Added value within each product family: Each product family has its own roadmap of technological advances focused on addressing core underlying customer needs. Within policy, our roadmap includes advances leveraging AI to allow customers to interact with a chatbot to increase their understanding of policy, and tooling to help administrators in keeping their policy up to date with changes. Training includes plans to introduce gamification alongside learning plan recommendations to increase engagement. Performance Reporting has several efficiency enhancements focused on reducing the effort for agencies to conduct compliance reporting. Wellness is being redesigned to better highlight new training content and drive user engagement. <p>Overall, our solutions are on a pathway to continue to lead the industry from a technological perspective focused on driving value and addressing core customer needs.</p>
<p>43</p>	<p>Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<p>Lexipol establishes, renews, and maintains advanced ESG policies annually. As a remote, cloud-forward company, Lexipol is extremely “green” friendly. Lexipol has reduced on-site operations significantly so certain certifications (e.g. LEED) are N/A.</p>
<p>44</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Not applicable to Lexipol at this time.</p>
<p>45</p>	<p>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>	<p>Lexipol stands alone in the public safety industry for offering an integrated, purpose-built platform that unifies policy management/training, e-learning for public safety continuing education credits, wellness training and support resources, performance analytics to identify trends, so recommended training can be teed up, and grant training and assistance – all specifically designed for the operational realities of public safety agencies and local governments.</p> <p>While most vendors offer siloed, single-point solutions, Lexipol enables agencies to align these solutions within a single platform. This unique approach supports not only compliance but also proactive risk management, operational resilience, and personnel well-being – core concerns for Sourcewell participating entities striving to do more with limited resources.</p> <p>Taken individually, our solutions also have attributes that set them apart from other products in the market.</p> <p>Policy Management/Training We are the only company offering comprehensive, state-specific policy guidance crafted specifically for public safety agencies and the online/mobile interface for delivering this guidance. We staff an in-house team of legal experts who continuously review legislation, case law, and industry trends and author policy updates that are delivered via a proprietary electronic process that helps agencies easily keep up with changes. In 2024, we reviewed</p>

		<p>more than 14,000 piece of legislation and issued more than 670 legislative policy updates to our customers. Additionally, our team of experts creates "Daily Training Bulletins," which are delivered through our technology to these agencies, allowing their employees to get daily reinforced training on department policies, state mandates, and best practices.</p> <p>E-Learning While our e-learning solutions include features that help agencies deliver, track, and report training of all kinds (field, online, and in-person) a key differentiator is the caliber of our content, which is developed by legal, tactical, medical, and academic experts. We also maintain exclusive partnerships with nationally recognized leaders and organizations that help us develop training inaccessible through other providers, such as our leadership series developed in partnership with Echelon Front. Additionally, our e-learning is certified and/or accepted by 44 State POST's, the governing body overseeing police officer continuing education in each state, allowing our training to meet state mandated training requirements, therefore allowing law enforcement personnel to maintain their professional licenses. Similarly, our e-learning provided through FireRescueOne Academy/EMSONe Academy, is accredited through the Commission on Accreditation for Prehospital Continuing Education (CAPCE), along with some state specific accrediting bodies where applicable (e.g. Texas) allowing personnel to meet training requirements to maintain their professional licenses.</p> <p>Reports Our performance reporting solution is purpose-built for law enforcement, addressing operational, legal, and community engagement challenges through a cohesive, real-time view of agency performance, from use of force reports to vehicle damage and community feedback. What sets Lexipol apart is its all-in-one approach: Every module is natively built into the same platform, ensuring nothing is siloed or outsourced. By aggregating this information into a command center dashboard, department administrators are able to observe trends happening inside their department and use that information to tee up training that supports positive results, while also getting visibility into gaps, where early notification can correct concerns through training before concerns evolve into bigger issues. No other vendor provides this level of configurability, operational visibility, and law enforcement-specific functionality in a single solution.</p> <p>Wellness Unlike traditional Employee Assistance Programs (EAPs) or retail wellness apps, which offer generalized support, Lexipol's wellness solution provides specialized training and assessment resources developed by clinicians with deep expertise treating first responders. As the only solution in the market offering a wellness app that guarantees true anonymity, Lexipol Wellness provides privacy and confidentiality, a critical factor for public safety agencies. Additionally, we incorporate both peer support and clinician training, making it the most well-rounded solution available.</p> <p>Grants Lexipol's Grant Services division, specifically GrantFinder, is delivered through our learning management systems, and combined with our Grants professional services team, has helped public safety agencies and local government identify, research, and apply for grants, with nearly \$700 million in grant funding secured for a wide array of products – many of which can be sourced through Sourcewell. This means Sourcewell participating entities will not only be able to access Lexipol's products and services, but will also have the opportunity to obtain grant funding that can be used to purchase other products as well. Additionally, our grants professional services team assist agencies through training and/or guidance, with the grant application process, which can span anywhere from training them on best practices for self-written grants to assisting with the entire process.</p> <p>For Sourcewell participating entities, the value of a Lexipol partnership lies in the ability to access a complete, interoperable solution through a trusted cooperative purchasing contract – reducing procurement barriers and accelerating time to impact.</p>
46	<p>Explain your licensing process and service agreements with end users.</p>	<p>Lexipol provides a subscription-based licensing model that governs the provision of its services and content to public safety agencies and related organizations. This model includes both recurring online services and one-time professional services:</p> <ul style="list-style-type: none"> • Online Services (SaaS): Includes tools like the Policy Knowledge Management System (KMS), Learning Management System (LMS), Cordico wellness apps, GrantFinder, LEFTA Systems, and others. • Professional Services: One-time or recurring consulting engagements such as grant writing, policy implementation, accreditation support, etc. <p>Each Lexipol subscription grants Agencies and their authorized personnel a non-exclusive, non-transferable, non-sublicensable right to access and use these services.</p> <p>Agencies retain the right to use licensed content beyond the term of their subscription so long as such use does not otherwise violate Lexipol's intellectual property rights or other commercial restrictions.</p>

<p>47</p>	<p>Describe your offering's compliance to applicable national standards such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI), Canadian Safety Association (CSA), and Technical Standards and Safety Association (TSSA)</p>	<p>Lexipol e-learning meets the compliance requirements of many state and national standards. EMS training is organizationally accredited by the Center on Accreditation for Pre-Hospital Continuing Education (CAPCE), meaning all 300+ hours of EMS specific content are approved by CAPCE for first responders, paramedics, and EMTs. As a CAPCE accredited distributive education (DE) provider, Training courses are also accepted for use by licensed EMS professionals toward meeting the National Registry of Emergency Medical Technician (NREMT) recertification requirements. Continuing education hours earned through Lexipol Training can be applied toward both the standard recertification requirements as well as the National Continued Competency Program (NCCP).</p> <p>In addition to national EMS standards, Fire-specific training content follows current guidelines set forth by NFPA.</p> <p>Additionally, Lexipol Law enforcement training content is certified by 19 states and accepted by 25 others, the details of which can be found at: https://www.policeoneacademy.com/certified-training/. As stated in #45, our law enforcement e-learning, which is developed by legal, tactical, medical, and academic experts, ensures law enforcement personnel in these 44 States, allowing them to maintain their professional licenses. Lastly, a significant number of Lexipol's e-learning courses are National Certified through the International Association of Directors of Law Enforcement Standards and Training, which is an association made up of the 50 state regulatory bodies overseeing best practices for law enforcement officers.</p> <p>Finally, our water & wastewater treatment courses are approved by 4 state regulatory bodies (CO, MO, NC, and WI) to meet continuing education mandates regulated in those specific states.</p>
<p>48</p>	<p>Explain and provide information about any design services you offer.</p>	<p>Services by Lexipol take the form of consultative professional offerings and ongoing support and differ by product, detailed below:</p> <ul style="list-style-type: none"> - Policy implementation: Lexipol's implementation specialists work with customers to design their manuals to best meet their needs. Through a series of implementation tasks, our Lexipol experts understand the unique needs of our customers to help them in achieving their policy manual goals - Online training assignments: Lexipol professional services staff help customers in setting up their online training instance and tailor learning plans based on their goals and objectives - Grant Professional Services: Lexipol professional services staff help agencies through training, review, and/or guidance, with the grant application and submission process, which can span anywhere from training them on best practices for self-written grants to assisting with the entire process. - Automation and technical support: Lexipol also offers technical support with items like Single Sign-on, Active Directory, and other integration services for more advanced agencies looking to utilize technology to create efficiencies in their processes as they apply to our services. <p>Although the specifics vary, at Lexipol, we bring experienced professionals to craft solutions to meet our customers' needs through thoughtful implementation and ongoing services.</p>

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
55		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
58	Describe your payment terms and accepted payment methods.	<p>Lexipol will invoice the Agency at the commencement of the contract term and thirty (30) days prior to each renewal period, as applicable. The Agency will pay the fees specified on each invoice within thirty (30) days following receipt of the invoice. All invoices will be sent to the address designated by the Agency in writing. Payments will be made by electronic transfer or immediately available funds, or by mailing a check to: Lexipol, 2611 Internet Blvd, Suite 120, Frisco, TX 75034 (Attn: Accounts Receivables).</p> <p>While the foregoing reflects Lexipol's standard process, in recognition of the unique budgeting and procurement needs of public safety agencies, Lexipol may, upon the Agency's written request and Lexipol's approval, reasonably adjust invoicing and payment terms—including, by way of example, extended payment terms (e.g., Net 60 or Net 90), adjusted billing schedules, allocation of invoices across fiscal periods, and prorated subscription terms—to help accelerate access to solutions. Any approved deviation from the standard terms will be documented on the applicable Order Form or by written amendment.</p>

59	Describe any leasing or financing options available for use by educational or governmental entities.	<p>None. Lexipol's products and services are offered as annual subscription agreements, so traditional leasing or financing options are not applicable to our business model.</p> <p>The only limited exception applies to certain professional services—specifically within our Policy Services offerings. On occasion, when an agency is unable to pay the full implementation cost upfront, Lexipol may, upon request and approval, allow those costs to be distributed over the life of a multi-year agreement (typically two to three years). This accommodation is uncommon, as the majority of agencies pay implementation fees at the beginning of the contract term, but it is available when needed to help public safety organizations access critical solutions more easily.</p>	*
60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>Lexipol will include the following standard documents in an executable contract with Participating Entities (see uploaded examples for reference):</p> <ul style="list-style-type: none"> • Master Service Agreement (MSA): Defines the overarching legal and operational framework governing Lexipol's software-as-a-service (SaaS) solutions, including general terms, representations, warranties, and indemnification provisions and reference to the Sourcwell Contract number, their member number, and the Sourcwell discount applied to the contract. Includes items such as: <ul style="list-style-type: none"> o Product Form o Terms and Conditions o Cloud-Based Service Level Agreement (SLA) • Invoice: Specifies the exact products and services purchased by the Participating Entity, including license types, quantities, service terms, and pricing, along with reference to their Sourcwell member number, the Sourcwell contract, and their Sourcwell discount. <p>Together, these documents create a comprehensive and transparent contracting package that allows Participating Entities to clearly understand their service entitlements, data protections, and support expectations.</p> <p>Alignment with Sourcwell and Cooperative Purchasing Expansion Beyond these standard agreements, Lexipol is deeply aligned with Sourcwell's cooperative purchasing framework and has demonstrated an ongoing commitment to expanding the accessibility and efficiency of the Sourcwell contract. Lexipol has successfully worked with four states to establish Participating Addendums derived from our existing Sourcwell Master Agreement—enabling state agencies to purchase directly from the Sourcwell contract with no additional procurement complexity.</p> <p>This proactive approach not only simplifies the purchasing process for public agencies but also ensures that each addendum retains the same standard documentation and service protections included in Lexipol's Sourcwell agreement, creating consistency and confidence across jurisdictions.</p> <p>We are currently in the process of pursuing additional state-level addendums, further expanding access for agencies seeking streamlined procurement of Lexipol's policy, training, reporting, and wellness solutions under Sourcwell's cooperative framework.</p> <p>Supporting Documentation Sample versions of all standard transaction documents—including the Master Service Agreement, Invoice, and Participating Addendums—have been included in the attachment upload section of this response for Sourcwell's review. These documents represent the standard contractual structure Lexipol has used successfully across thousands of participating entities and multiple state addendums nationwide.</p>	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Lexipol accepts ACH and check payments and, while p-cards are not currently a standard payment option, we are open to exploring secure card payment arrangements in coordination with Sourcwell participating entities if required.	*

62	<p>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>	<p>Lexipol products are priced on a subscription basis (annual fee) with a one-time implementation or set-up fee depending on the product and customer onboarding preference. The price itself is based on the size of the agency based on the number of sworn (within law enforcement), number of fire fighters (fire/EMS), beds (corrections), and civilians, as applicable.</p> <p>Most Lexipol products are priced on a tiered model where the price increases based on a band that is tied to the agency-size metrics highlighted above. Select products are priced per user (vs. tiers) however we are unifying our pricing to all tiers starting in 2026.</p> <p>All product families have a combination of the basic offering (e.g., standard courses or the core policy manual) and optional add-ons that can be included in your annual subscription rate. Examples of add-ons include a procedures manual or peer-support licenses.</p> <p>Implementation pricing is set as a one-time fee and is based on agency size (as stated above) and the level of service an agency is looking for ranging from simply onboarding to a complete cross-reference and implementation service.</p> <p>To incentivize customers to purchase more than one product offering, bundle discounts are offered based on the number of products a customer purchases. Further, discounting is made available for agencies based on if their risk-pool has a relationship with Lexipol or a state-wide entity.</p> <p>Last, Lexipol also provides various automation support for administrative functions, such as Single Sign-on, Active Directory, integrations, etc.</p> <p>A separate document will be uploaded with detailed pricing by product.</p>	*
63	<p>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.</p>	<p>Contracts awarded under this agreement will be given a 5% discount on each line item of the contract. Contracts contain annual subscription, proration, and/or implementation depending on the terms agreed to during the sale process. The discount awarded through this agreement will not be added to other discounts provided but will be the minimum discount given when utilizing the agreement. Detailed pricing is uploaded in the documents section of the proposal.</p>	*
64	<p>Describe any quantity or volume discounts or rebate programs that you offer.</p>	<p>Not applicable for Lexipol's business model.</p>	*
65	<p>Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.</p>	<p>Requests for services and/or "sourced" products will be quoted by Lexipol for each such request and will be priced based on Lexipol's cost to service and other market considerations.</p>	*
66	<p>Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.</p>	<p>For agencies seeking levels of customization outside of Lexipol's standard framework, it is possible additional costs would be ascribed to their request, but this is not typical with the vast majority of agencies interested in Lexipol's services.</p>	*
67	<p>If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>Lexipol is a cloud-based Software-as-a-Service (SaaS) provider and does not ship any physical products. All solutions are delivered digitally through secure, cloud-hosted platforms.</p> <p>Because no tangible goods are involved, there are no freight, delivery, or shipping costs to Sourcwell participating entities. Implementation, access, and ongoing updates are provided electronically and supported virtually by Lexipol's customer success team.</p>	*

68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Lexipol is a cloud-based Software-as-a-Service (SaaS) provider and does not ship any physical products. All solutions are delivered digitally through secure, cloud-hosted platforms.</p> <p>Because no tangible goods are involved, there are no freight, delivery, or shipping costs to Sourcewell participating entities. Implementation, access, and ongoing updates are provided electronically and supported virtually by Lexipol's customer success team.</p>	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not applicable. Lexipol is a cloud-based Software-as-a-Service (SaaS) provider, and all solutions are delivered digitally through secure online platforms. No physical distribution or delivery methods are required.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>Lexipol will create a Sourcewell designation and coinciding pricing within our client records management system to ensure all Sourcewell contract opportunities are accurately priced and tracked. A Sourcewell contract report will be generated each quarter to verify pricing accuracy and confirm that all administrative fees have been properly remitted.</p> <p>This process reflects Lexipol's established practice over the past four years under our current Sourcewell agreement, ensuring consistent compliance, transparency, and accurate reporting.</p>	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>Lexipol has a strong foundation of internal performance measurement and will continue to build upon these established practices to ensure ongoing success under the Sourcewell agreement. Over the past four years, we have consistently tracked and expanded a range of metrics to evaluate the impact and effectiveness of our partnership with Sourcewell.</p> <ol style="list-style-type: none"> 1. Revenue and Growth Metrics <ul style="list-style-type: none"> • Existing Recurring Revenue through Sourcewell: We monitor the percentage of Lexipol's total recurring revenue that originates from Sourcewell-member agencies. This metric helps us quantify the long-term sustainability and value of the partnership. • Net New ARR (Annual Recurring Revenue): Each quarter, we track new bookings directly attributed to Sourcewell membership, ensuring visibility into ongoing growth from the cooperative contract. 2. Lead Generation and Marketing Metrics <ul style="list-style-type: none"> • Sourcewell Referral and Lead Tracking: We actively track leads that originate through our Sourcewell referenced website and through Lexipol's marketing channels highlighting Sourcewell. This provides insight into how effectively we're reaching and engaging cooperative members. • Engagement Campaign Performance: We measure attendance and engagement in webinars, demos, and events focused on Sourcewell members and education over cooperative purchasing—quantifying how our educational and outreach efforts convert into new or expanded relationships. 3. Training and Sales Enablement Metrics <ul style="list-style-type: none"> • New Hire Training and Certification: Every new Lexipol sales hire completes training on Sourcewell procurement processes and partnership value. This curriculum—developed jointly with Sourcewell in Minnesota—is assessed through testing and tracked by our Sales Enablement team to ensure 100% completion and comprehension. • Sales Conversation Quality and Compliance (via Gong): Using conversation intelligence tools such as Gong, we analyze recorded sales calls to identify how frequently and effectively Sourcewell is discussed as a procurement resource. This enables continuous improvement by flagging coaching opportunities and confirming consistent integration of Sourcewell messaging in our sales motion. 4. Continuous Improvement and Accountability <p>Our internal resources provide leadership with a real-time view of Sourcewell-related performance. This structure enables data-driven adjustments to marketing, sales, and training strategies to ensure continued alignment with Sourcewell's mission and measurable success for participating agencies.</p> 	*

72	<p>Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.</p>	<p>Lexipol proposes the following Administrative Fee structure, payable to Sourcewell for all completed transactions as follows:</p> <ul style="list-style-type: none"> • Administrative Fee for Renewals: 0.50% (50 basis points) of all renewal transactions processed through the Sourcewell agreement. • Administrative Fee for New Sales: 1.00% of all new sales processed through the Sourcewell agreement. <p>This structure reflects Lexipol's commitment to continued partnership and growth under the Sourcewell cooperative contract, while maintaining fairness and sustainability for both parties.</p> <p>Projected Revenue and Growth Context As of the latest reporting period (end of Q3 2025, calendar year), Lexipol's annual recurring revenue (ARR) attributed to Sourcewell-related business is approximately \$15 million. We anticipate this will grow to approximately \$20 million in ARR renewals after 2025 closes, reflecting the strength and retention of our customer base under the Sourcewell framework.</p> <p>Because Lexipol operates on a recurring subscription model, this ARR is stable and continues to expand year over year. Over the past four years, Lexipol has experienced well over 50% year-over-year growth in Sourcewell-attributed sales, a trend we expect to continue given increased contract utilization and adoption across multiple states.</p> <p>Estimated Administrative Fee Contribution Based on this trajectory:</p> <ul style="list-style-type: none"> • A 0.50% administrative fee on \$15–20 million in recurring renewals would represent approximately \$75,000–\$100,000 annually in existing business. • A 1.00% administrative fee on new annual sales (typically \$15–20 million in new contracts) would represent an additional \$150,000–\$200,000 annually. <p>These estimates demonstrate a healthy and sustainable fee contribution for Sourcewell, supported by Lexipol's proven performance, continued market expansion, and long-standing commitment to this partnership.</p>
----	--	---

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
73	<p>The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.</p>	<p>The pricing offered through this proposal is as good as, or better than, the pricing typically available through existing cooperative or state contracts. It is consistent with the discount structure we provided on our currently awarded Sourcewell contract — 5% off the MSRP for all Lexipol solutions. As noted earlier, Lexipol has shifted away from other cooperative groups and transitioned the vast majority of those customers to Sourcewell, so any remaining cooperative contracts in place with agencies, using legacy agreements, are not receiving the favorable pricing offered through this response.</p>

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

Line Item	Question	Response *
74	<p>Provide a detailed description of all the Solutions offered, offered in the proposal.</p>	<p>Lexipol offers Software-as-a-Service (SaaS) solutions specifically designed for public safety and local government. These solutions are offered via annual subscriptions.</p>

Following is an overview of each solution:

Policy Management

Lexipol's Policy Management solution provides a centralized, fully digital platform that enables public safety agencies to develop, maintain, and distribute policies that reflect current law, best practices, and operational needs. Key features include:

- Customizable, state-specific policies covering all operational areas, researched and written by public safety and local government professionals
- Continuous legislative and case law monitoring, with policy updates delivered electronically
- Scenario-based daily training to reinforce policy understanding, demonstrate training compliance and support defensibility in litigation with verifiable records
- Automated tracking of personnel policy acknowledgments
- 24/7 secure access via web and mobile devices for easy, efficient in-the-field use
- Document storage to manage procedures and other content and integrate it with agency policies
- Expert-led implementation to help the agency customize the policies to their needs, train key personnel, and roll out new policies to staff

This solution reduces liability, improves policy compliance, increases efficiency, and enhances transparency.

More info:

https://one.lexipol.com//1088082/2025-04-15/f56x7x/1088082/174473529369CQ6Cl5/Lexipol_One_Sheet___Policy_Management.pdf

https://one.lexipol.com//1088082/2025-01-17/f4yk8g/1088082/1737127888HOgy0ek7/Lexipol_Daily_Training_Bulletins.pdf

https://one.lexipol.com//1088082/2025-01-02/f4xjgb/1088082/1735875284fAvYHZZU/LX_Professional_Services_OS_2024.pdf

https://one.lexipol.com//1088082/2025-01-02/f4xjgb/1088082/1735875284fAvYHZZU/LX_Professional_Services_OS_2024.pdf

https://one.lexipol.com//1088082/2025-01-02/f4xjgb/1088082/1735875284fAvYHZZU/LX_Professional_Services_OS_2024.pdf

Online Training

Lexipol's E-Learning Platform delivers a comprehensive learning management system (LMS) featuring thousands of courses and videos tailored to law enforcement, fire, EMS, dispatch, corrections and local government. It supports training compliance, risk mitigation, and professional development through 24/7 accessible, on-demand modules.

Highlights include:

- Courses certified by national and state accrediting bodies such as IADLEST, POST, and CAPCE, meeting high training standards
- Content created by SMEs aligning with current laws, legislation, and industry trends to boost compliance
- Centralized training documentation for easy tracking and management of training requirements and personnel license credentials
- Robust content library covering critical topics, reducing the need for departments to create their own training materials
- Ability to create personalized training plans to meet the specific needs and job responsibilities of any role
- Flexible access allowing personnel to complete training at their own pace and on their own schedule
- Exclusive content partnerships with Echelon Front for leadership training and Dr Gilmartin for emotional wellness and resilience topics. Additionally, Lexipol's masterclass fire series brings courses designed to address contemporary training challenges in Fire from renowned industry leaders.

This solution reduces overtime and travel costs associated with in-person training while increasing training access and driving efficiencies in training management.

More info:

<https://one.lexipol.com/p1a-one-sheet>

https://one.lexipol.com//1088082/2025-03-12/f5418x/1088082/174182648359udGRDt/PoliceOne_Academy___Dr._Kevin_Gilmartin_Courses___One_Sheet__4_.pdf

https://one.lexipol.com//1088082/2025-03-19/f54mtb/1088082/17424242963k9qFOgO/Lexipol_Leadership_Series_with_Echelon_Front___One_Sheet.pdf

https://one.lexipol.com//1088082/2025-03-19/f54mtb/1088082/17424242963k9qFOgO/Lexipol_Leadership_Series_with_Echelon_Front___One_Sheet.pdf

https://one.lexipol.com//1088082/2025-03-19/f54mtb/1088082/17424242963k9qFOgO/Lexipol_Leadership_Series_with_Echelon_Front___One_Sheet.pdf

https://one.lexipol.com//1088082/2025-03-19/f54mtb/1088082/17424242963k9qFOgO/Lexipol_Leadership_Series_with_Echelon_Front___One_Sheet.pdf

Training Tracking

Lexipol's Training Tracking solution simplifies and modernizes how public safety agencies manage training, personnel records, and inventory – providing a centralized platform designed for operational efficiency. Capabilities include:

- Build and manage training programs by combining online and offline coursework, creating custom tests, and tracking participation and completion

- Track requests and costs for external training
- Import field training data directly from the Lexipol Field Training module
- Sync course completions from Lexipol E-Learning, eliminating manual data entry
- Store and manage all critical personnel data – such as secondary employment, after-action reviews, transfer requests, and performance evaluations
- Track issued equipment, firearms assignments, K9 certifications, and inventory cycles

This tool centralizes and streamlines agency operations, giving agency leaders the ability to manage training, inventory, and personnel records with precision and confidence.

More info:

https://one.lexipol.com/l/1088082/2025-08-12/f5hbw5/1088082/1755013102i1LcS6oj/Training_Tracking___One_Sheet.pdf

Field Training

Built on the proven San Jose model, Lexipol's Field Training solution digitizes and streamlines the FTO process, enabling agencies to monitor and document trainee development with consistency and transparency. Key features include:

- A streamlined system centralizing all field training data in one place
- Daily Observation Reports (DORs) that allow FTOs to document field training activity and give real-time feedback
- Quick and easy-to-pull Supervisor Reports utilizing data from DORs
- The ability to review changes made to DORs, requiring a signature from supervisors
- Insights into how trainers are measuring up to other FTOs

Lexipol Field Training helps agencies effectively monitor the overall health of their FTO programs including K9, patrol and more, ensuring trainees have the preparation and training they need to excel while protecting against training-related liability.

More info:

https://one.lexipol.com/l/1088082/2025-02-26/f52ry2/1088082/1740589243OapZZtNJ/Lexipol_Info_Sheet___Field_Training__FTO_.pdf

EVALS – Mobile Skills Assessment

EVALS is a dynamic field and mobile skills assessment solution designed for fire departments, academies, and colleges. It supports real-time performance tracking through video and scenario-based evaluations.

Features include:

- Video recording and review of live training
- Custom job performance requirements (JPRs)
- Offline capabilities for assessments
- Digital taskbooks, custom forms, and tests
- Transparent documentation for accountability

EVALS helps standardize instruction, improve retention, and demonstrate readiness.

More info:

<https://one.lexipol.com/EVALS-Mobile-Skills-Assessment>

Reports

Lexipol Reports provides law enforcement agencies with data-driven insights that not only enhance accountability but also directly inform training and professional development initiatives. By connecting performance data to actionable learning opportunities, agencies can reinforce best practices, address emerging risks, and build a culture of continuous improvement.

The system incorporates an early intervention feature built on multiple data inputs that produce a comprehensive risk score. This, along with other high-liability key indicators, is showcased in the Command Center, offering one comprehensive, actionable view of both personnel and organizational performance. These insights are used to guide targeted training, policy reinforcement, and remedial instruction where needed.

Core modules include:

- Use of Force: Real-time documentation of use of force, providing customizable insights that enhance accountability and identify training needs for tactical decision-making and de-escalation.
- Vehicle Pursuits: Captures key data on pursuits to ensure they are justified, analyzed, and used to strengthen pursuit policy training and risk mitigation efforts.

- **Vehicle Damage:** Documents vehicle damage, tracks employee incidents, and identifies crash causes to inform defensive driving and operational safety training.
- **Encounters:** Collects field investigation and traffic stop data, supporting scenario-based training and bias-awareness reviews.
- **Community Engagement:** Enables online capture and automated routing of complaints and compliments, creating feedback loops that inform officer coaching and customer service training.
- **Internal Affairs:** Provides linked reporting for comprehensive reviews that support transparency and continuous learning within the organization.
- **Centralized Command Center:** Offers a dashboard view of multi-factor risk scoring, allowing leaders to link performance data to individualized training plans and department-wide learning goals.

This solution helps agencies reduce inefficient paper processes by automating data collection and turning performance data into practical training opportunities. By proactively identifying patterns of misconduct or skill gaps before they escalate, agencies can deliver timely, data-informed training interventions. In doing so, Lexipol Reports empowers organizations to make informed decisions, enhance accountability, and maintain alignment with best practices and industry standards through a training-driven culture of continuous improvement.

More info:

<https://one.lexipol.com/law-enforcement-performance-reporting-info-sheet>

Wellness

Lexipol Wellness offers a holistic, training-infused approach to supporting first responders' physical, mental, and emotional well-being. In addition to its robust wellness tools, the platform provides education, guided learning resources, and structured training programs that empower both individual personnel and agency leaders to foster a lasting culture of wellness, resilience, and readiness.

Lexipol Wellness combines anonymous support tools, expert-developed educational content, and data-driven insights to help agencies transform wellness from an individual responsibility into an organizational competency.

Core components include:

- **Anonymous Mobile & Web Access:** 24/7 availability to crisis support, peer supporters, and clinicians—alongside agency-specific resources and training materials that teach personnel how to recognize and respond to stress indicators.
- **Wellness Tools & Educational Content:** A comprehensive library of 60+ wellness topics, self-assessments, and interactive modules developed by first responder clinicians. These tools function as micro-learning opportunities, helping personnel build skills in areas such as stress management, resilience, emotional regulation, and PTSD recovery.
- **Program Development Guidance:** Step-by-step support to help agencies train and empower internal leaders through structured goal-setting, engagement strategies, and program sustainability plans—ensuring wellness becomes an ongoing, trainable practice, not a one-time initiative.
- **Wellness Console:** A leadership platform providing real-time analytics, communication tools, and training dashboards that allow administrators to measure engagement, track participation in wellness training, and refine their programs based on usage and outcomes.
- **Wellness Liaison Training:** A cornerstone program designed to equip agency wellness leaders with the knowledge and skills needed to launch and sustain impactful wellness programs, deliver peer-led training, and foster continuous engagement across the organization.

Lexipol Wellness enables agencies to turn wellness into an active learning discipline—where every tool, interaction, and insight contributes to professional development and long-term resilience. By embedding wellness education directly into daily practice, agencies can reduce stigma, enhance performance, and support retention by ensuring every first responder has access not just to help, but to the training and knowledge to sustain wellness over a career.

More info:

https://one.cordico.com/l/1088082/2025-03-17/f54cr4/1088082/1746729216kyKkzeeo/Wellness_Solution__One_Sheet.pdf

Peer Support Training & Certification

Lexipol's Peer Support Training & Certification program equips public safety personnel with the skills and knowledge to support colleagues in times of crisis. It includes:

- 24/7 access to online learning, allowing your peer support members to train when it's convenient
- 25 hours of core curriculum for certification, plus numerous hours of CEU

advanced training through live webinars with subject matter experts

- Training certificates upon course completion with digital badge
- Reports to monitor and track training completion and certification renewal
- Peer Support Toolkit that provides essential resources and knowledge, tailored to first responders

This training leverages industry-leading best practices and adheres to national guidelines to ensure agency peer teams are comprehensively equipped to offer proactive, reactive and post-incident support.

More info:

<https://one.lexipol.com/Cordico/Peer-Support-Training-Certification-One-Sheet.pdf>

Clinician Training & Certification

Lexipol's Clinician Training and Certification Membership equips mental health professionals with the knowledge, tools, and credentials to serve public safety personnel effectively. Our program ensures clinicians are prepared to provide evidence-based, trauma-informed care while meeting the highest standards of ethical practice. Highlights include:

- **Nationally Recognized Certification:** Earn the Emergency Responder and Public Safety Certified Clinician (ERPSCC) designation, building trust with departments, municipalities and state organizations
- **Specialized Training:** Courses tailored specifically for clinicians serving public safety personnel
- **Cultural Competency:** Training designed by leading experts to bridge the gap between clinicians and public safety personnel and their families
- **Continuing Education Credit:** Core curriculum, advanced training and expert-led webinars, available 24/7
- **Real-World Resources:** Practical tools, downloadable resources, and tip sheets specifically focused on the complexities of public safety work

Clinician Training and Certification gives public safety leaders the confidence that their agency clinicians are prepared to offer culturally competent care and meet the unique needs of those in the high-risk, high-stress world of public safety.

More info:

[https://one.lexipol.com//1088082/2025-07-](https://one.lexipol.com//1088082/2025-07-11/f5f8xv/1088082/1752255206051mfiJ/Lexipol_Info_Sheet___Clinician_Training_and_Cer)

[11/f5f8xv/1088082/1752255206051mfiJ/Lexipol_Info_Sheet___Clinician_Training_and_Cer](https://one.lexipol.com//1088082/2025-07-11/f5f8xv/1088082/1752255206051mfiJ/Lexipol_Info_Sheet___Clinician_Training_and_Cer)
[tification_Membership.pdf](https://one.lexipol.com//1088082/2025-07-11/f5f8xv/1088082/1752255206051mfiJ/Lexipol_Info_Sheet___Clinician_Training_and_Cer)

<p>75</p>	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Lexipol's solutions are designed to ensure that training is not a stand-alone activity, but a continuous, embedded component of every aspect of policy management, wellness, reporting, and performance tracking. Each product category contributes to a comprehensive learning ecosystem that reinforces policy understanding, operational readiness, and professional development.</p> <p>Subcategories within Policy Management</p> <ul style="list-style-type: none"> • Training: Daily Training Bulletins (DTBs) expand the policy management solution to include a robust training subcategory. These scenario-based learning modules ensure public safety professionals have internalized agency policies and can demonstrate policy comprehension in real-world contexts. • Accreditation Management: Within Lexipol's policy management platform, the accreditation management toolset supports agency leadership in achieving, maintaining, and training toward accreditation standards, helping ensure compliance remains a living, learnable process. • Policy Assistant: A built-in AI-powered assistant enables end users to ask questions and retrieve responses grounded in their issued policy manuals—turning policy reference into on-demand micro-training for officers and staff. • Supplemental Manual Storage: Agencies can include and customize supplemental manuals—such as procedures manuals—to extend training content and align practical exercises with agency-specific protocols. • Managed Services: Lexipol's annual managed services provide a dedicated professional services specialist who ensures that agency policies and DTB training content remain synchronized and current, maintaining alignment between policy updates and the training that supports them. <p>Subcategories within Online Training</p> <ul style="list-style-type: none"> • Roll Call Training: Short-form, video-based learning modules reinforce evolving case law and operational updates, allowing agencies to embed real-time, situational training directly into daily roll calls. • Leadership Training: Leadership content focuses on developing supervisory and command-level skills, rooted in best practices and the principles of extreme ownership—ensuring leaders are trained to mentor and model effective performance. • Wellness Training: Through Lexipol's exclusive partnership with Dr. Kevin Gilmartin, agencies gain access to training based on Emotional Survival for Law Enforcement, equipping personnel and leaders alike with practical education to manage stress, resilience, and emotional wellness. <p>Subcategories within Training Tracking</p> <ul style="list-style-type: none"> • Performance Evaluations: Enables agencies to document and track employee performance evaluations—tying feedback to training completion and readiness metrics. • Employee Records: Maintains detailed personnel records, including employment history and career development data, supporting personalized training and promotion pathways. • Secondary Employment Tracking: Includes request and approval workflows for secondary employment, ensuring policy training compliance and workload awareness. • Training Expense Management: Provides employees and supervisors with tools to document and aggregate training-related expenses, offering visibility into ongoing training investments and resource allocation. <p>Subcategories within Reports</p> <ul style="list-style-type: none"> • Early Intervention System: A configurable system that alerts agency leadership when risk thresholds are exceeded—prompting targeted, data-informed remedial training and coaching to address patterns before they escalate. <p>Subcategories across Products</p> <ul style="list-style-type: none"> • Single Sign-On & Active Directory Integration: Lexipol's Single Sign-On solution allows seamless access across Policy, Training, Reports, and Wellness platforms using existing agency credentials. This integration streamlines user management and ensures that training access and completion records are automatically updated for every member of the organization. <p>Summary</p> <p>Across every Lexipol product—Policy, Training, Reports, and Wellness—training serves as the common thread that connects data, policy, and people. Whether through scenario-based learning, accreditation preparation, leadership development, or wellness education, Lexipol ensures that every feature contributes to a comprehensive, measurable, and sustainable training ecosystem for public safety agencies.</p>
-----------	---	--

76	Describe your products/services interoperability and integration with other public safety equipment, software and systems, if applicable.	<p>Lexipol solutions have various mechanisms to integrate with other public safety systems as detailed below:</p> <ul style="list-style-type: none"> - Policy management: For customers seeking accreditation, Lexipol's policy management platform has an integration with Neogov's Power DMS platform that facilitates the seamless transfer of policy manuals between the two platforms - Online training: Lexipol has an integration with ESO that enables the transfer of training credits between Lexipol's records and ESO, an RMS provider - Field Training API: Lexipol has an open API for our Field Training software that allows agencies to connect their CAD system data into their Field Training software - State-level integrations: Lexipol has APIs that connect to various state bodies that enable agencies to meet compliance mandates. Examples include Lexipol's integration with WADEPs to meet the Use of Force mandate in Washington and the digital connection Lexipol has with ~20 states for automated reporting of training to state regulatory groups. <p>Lexipol continues to invest in additional integrations to make a more seamless experience for customers.</p>
----	---	--

Table 78: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
77	Facilities, structures (fixed or mobile)	<input type="radio"/> Yes <input type="radio"/> No	Not applicable - all of our services are delivered through a cloud-based solution. *
78	Equipment, props, supplies, rentals, and consumables	<input type="radio"/> Yes <input type="radio"/> No	Not applicable - all of our services are delivered through a cloud-based solution. *
79	Augmented or virtual reality, interactive, and digital simulation technology and related software, hardware, and equipment	<input type="radio"/> Yes <input type="radio"/> No	Not applicable - all of our services are delivered through a cloud-based solution. *
80	Instructional, educational, training programs, incident-based training, and learning management systems with directly related materials and supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Lexipol offers a learning management system however there are not corresponding offline (i.e., physical) materials and supplies, with the exception of an administrator being able to access copies of lesson plans for review, but not personnel testing. Through our Learning Management System, agencies can assign training, ensure compliance, create reusable training plans (e.g. supervisor tracks), track specialized credentials requiring specialized training, and numerous other features needed to effectively operate a public safety organization. *
81	Services, equipment, and software directly related to the offering of the solutions described in #76 - 79 above, including design, installation, maintenance, repair, training, integration, support, and customization	<input checked="" type="radio"/> Yes <input type="radio"/> No	Lexipol offers onboarding services to support customers in implementation of the learning management software. *

Exceptions to Terms, Conditions, or Specifications Form

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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Sourcewell 2026 Pricing.xlsx - Friday October 17, 2025 17:12:38
 - [Financial Strength and Stability](#) - Sampling Sourcewell deals over the last 12 months (~\$14.5M).zip - Friday October 17, 2025 17:31:05
 - [Marketing Plan/Samples](#) - Sampling of Previous Marketing.zip - Friday October 17, 2025 17:19:02
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - MSA & Invoice Example.zip - Friday October 17, 2025 18:52:31
 - [Requested Exceptions](#) - RFP_102325_Public_Safety_Training_Master_Agreement - Lexipol Redline [101425].docx - Friday October 17, 2025 17:14:50
 - [Upload Additional Document](#) - Participating Addendums.zip - Friday October 17, 2025 18:31:23

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT OF COMPLIANCE**

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Public_Safety_Training_RFP_102325 Thu October 16 2025 04:26 PM	<input checked="" type="checkbox"/>	5
Addendum_3_Public_Safety_Training_RFP_102325 Fri October 10 2025 03:34 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Public_Safety_Training_RFP_102325 Mon September 15 2025 04:09 PM	<input checked="" type="checkbox"/>	4
Addendum_1_Public_Safety_Training_RFP_102325 Mon September 8 2025 04:03 PM	<input checked="" type="checkbox"/>	2