

# Public Safety and Emergency Preparedness Equipment, and Related Products and Services

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RFP: 24101-RFP-DST

**Agency:** Hillsborough County Public Schools, Florida

**Due Date:** June 10, 2024 at 3:00 pm Eastern

**Prepared For:**

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**Technology Solutions:**

Fire, Rescue & HazMat, Law

Enforcement, Government and

Industrial Safety, EOD,

CBRNe, Healthcare, Educational



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**TAB 1. CONTACT INFORMATION & CERTIFICATION**

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**TAB 2. GENERAL TERMS AND CONDITIONS**

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## TAB 2. GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are incorporated and applicable to all Hillsborough County Public Schools (HCPS)-issued competitive solicitations and to each purchase made by any authorized method of acquisition. HCPS shall deem that each organization or entity (the “Proposer”) submitting a proposal, to have assented to these non-negotiable conditions by the act of responding to this competitive solicitation (solicitation) and acceptance of a request for purchase via duly issued purchase order (PO). Before the solicitation due date. HCPS may incorporate additional conditions during the active solicitation process, without limitation, referenced as Addendum, Attachment, Appendix, or Exhibit. Any conflict in terms of any additional conditions, and any HCPS-issued addenda will require the following descending order of precedence: addenda, answers to questions on [www.myvendorlink.com](http://www.myvendorlink.com), appendix, attachment, exhibition, and the solicitation.

### 2.1 LEGAL REQUIREMENTS

The Contractor must be knowledgeable of and in compliance with all applicable federal, state, county, and local laws, ordinances, rules, regulations, and School Board Policies (<https://web.hillsboroughschools.org/policymanual/>) that may affect the provision of commodities and contractual services covered herein. The Contractor’s lack of knowledge shall not be a cause for relief from responsibility.

**2.1.1 Governing Law, Jurisdiction, and Venue.** This award shall be governed by and interpreted per the laws of the state of Florida other than its conflict of laws principles. The parties agree that if any suit or proceeding is brought in connection with this award, such suit or proceeding shall be brought in the state or federal courts located in Hillsborough County, Florida, and the parties shall submit to the exclusive jurisdiction of such courts and waive all jurisdictional, venue, and inconvenient forum objections to such courts. Each party shall be responsible for its own attorneys’ fees and costs incurred because of any action or proceeding under this award.

**2.1.2 The Jessica Lunsford Act (JLA).** Per §§ 1012.465 and 1012.467, F.S., the “Jessica Lunsford Act,” the Contractor who meets any of the three (3) criteria, (i) be at school when students are present, (ii) have direct contact with students, or (iii) have access to or control of school funds must be Level II fingerprinted and Florida Department of Law Enforcement (FDLE)/Federal Bureau of Investigations (FBI) screened by the HCPS Professional Standards Department, or where designated by HCPS. Those Contractor employees are required to have the statewide JLA (blue) badge and the HCPS (yellow) badge to access HCPS sites. Site personnel will deny access to the Contractor who violates this requirement. The following exemptions may apply:

- A law enforcement officer, as defined in § 943.10 (1), F.S., if assigned or dispatched to HCPS grounds by their employer.
- An employee or medical director of an ambulance provider licensed under Chapter 401, who is providing services within the scope of part III of Chapter 401 on behalf of such ambulance provider.
- Non-instructional contractors who remain at a site where students are not permitted if the site is separated from the remainder of the school grounds by a single chain-link fence of 6 feet in height.
- Those non-instructional contractors that provide pickup or delivery services and those services involve brief visits to the school grounds when students are present.

**2.1.3 Protest.** Any protest concerning bid specifications, a decision, or intended decision under this solicitation shall be made per § 120.57(3), F.S. and Board Policy chapter 6320 (Bid Protest). Questions to Procurement Services, Board members, or any HCPS employee shall not constitute formal notice of a protest. HCPS shall post Board recommendations and tabulations for this solicitation on [www.myVendorLink.com](http://www.myVendorLink.com). It shall be the sole responsibility of each Proposer to review this solicitation on VendorLink. HCPS will not mail tabulations, recommendations, or notices.

A Proposer who wishes to file a bid protest must file the notice and follow procedures prescribed by § 120.57(3), F.S., for resolution shall file a Notice of Intent to Protest, in writing, within 72 hours after the solicitation document is posted or after the notice of decision is posted, respectively, excluding Saturdays, Sundays, and state holidays. For solicitations by Procurement Services, the notice must be filed with the General Manager of Procurement Services, 901 East Kennedy Boulevard, Tampa, Florida 33602.

Any person who files an action protesting a decision or intended decision about a bid under § 120.57(3)(b), F.S., shall post, at the time of filing the formal written protest, a bond payable to the School Board for \$5,000 or three (3%) percent of the estimated value of the contract, whichever is greater, conditioned upon payment of all costs and fees which may be adjudged against the protestor in the administrative hearing. If at the hearing the School Board prevails, it shall recover all costs excluding attorney's fees from the protestor; if the protestor prevails, the protestor shall recover from the Board all costs excluding attorney's fees.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed in § 120.57(3), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.

Florida Department of State, Division of Corporations Registration Requirements. Proposers who are required to be registered with the Florida Department of State, Division of Corporations, or who are incorporated within the State of Florida must furnish their Florida document number and written documentation of "active" status. All registered Proposers must have an active status to be eligible to do business with HCPS. Proposers doing business under a fictitious name must submit their proposal using the company's complete registered legal name, i.e., ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit [www.Sunbiz.org](http://www.Sunbiz.org).

**2.1.4 Severability.** In case any one or more of the provisions contained in this solicitation shall be for any reason held to be invalid, illegal, unlawful, unenforceable, or void in any respect, the invalidity, illegality, unenforceability, unlawful, or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, unlawful, unenforceable, or void provision had never been included herein.

**2.1.5 Fair Labor Standards Act ("Hot Goods").** The Proposer certifies that the production of the provided commodities and contractual services shall be compliant with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

**2.1.6 Student Confidentiality.** Any records, materials, documents, or other objects containing confidential information, and copies thereof, obtained by the Contractor during the provision of commodities and contractual services for HCPS are confidential and shall

not be used or disclosed in any manner by the Contractor, except as allowed by applicable law and regulations and the policies and practices of HCPS. Notwithstanding the policies and practices of HCPS, in no event shall the Contractor use or disclose confidential information in violation of the Health Insurance Portability and Accountability Act (HIPAA), Family Educational Rights and Privacy Act (FERPA), Americans with Disabilities Act (ADA), Family and Medical Leave Act (FMLA), or other applicable laws or regulations. After the termination of the HCPS Award, the Contractor shall not use or disclose the contents of such confidential information for any purpose whatsoever, except as may be required by law, the Contractor must first furnish prompt notice thereof to HCPS to permit HCPS an opportunity to contest such disclosure. The Contractor agrees to not remove from HCPS premises, except as a contractor, acting on behalf of HCPS and in pursuit of the business for HCPS or except as authorized or directed by HCPS, any records, materials, documents, or objects containing or reflecting any confidential information. The Contractor recognizes that all such documents and objects, whether developed by the Contractor or someone else, are the exclusive property of HCPS. Upon Award expiration, or at any other time upon request by HCPS, and at the sole discretion of HCPS, the Contractor shall promptly deliver to HCPS all documents and records that are in the Contractor's possession or control, and which are confidential information as defined in the Award. The Contractor's failure to comply with the provisions of the Award pertaining to confidential information is a breach of the Award and may result in the termination of the Award and further legal action against the Contractor. The provisions of the Award pertaining to confidential information shall survive termination of the Award between HCPS and the Contractor. The Contractor shall be solely responsible for any claims, damages, costs, and expenses, including reasonable attorney fees incurred by HCPS due to the Contractor's breach of the confidentiality provisions of this solicitation. The Contractor further agrees that HCPS may obtain injunctive or other equitable relief in a court action to restrain a further breach of the Award or to prevent unauthorized uses or disclosures of confidential information by the Contractor.

**2.1.7 Tax Exemption.** HCPS is exempt from federal and state taxes for tangible personal property. HCPS' State Sales Tax Exemption Number is 85-8012621971C-8 and the Federal Excise Tax Exemption Number is 59 72-0088 K. Note, that the Contractor cannot claim exemption from taxes for materials to fulfill its contractual obligations to HCPS. HCPS shall not

authorize the use of HCPS' tax exemption number to purchase such materials.

**2.1.8 Public Records Laws.** The Contractor acknowledges that this Agreement and all documents submitted to HCPS related to this Agreement are a matter of public record and are subject to the State of Florida Public Records Law Chapter 119, F.S., and Article I, Section 24, of the State Constitution, and any other comparable federal laws. The Contractor further acknowledges that HCPS may post this Agreement on HCPS' website. The Contractor also understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. If the Contractor is acting on behalf of HCPS under § 119.0701, F.S., the Contractor shall:

- keep and maintain public records that ordinarily and necessarily would be required by HCPS to perform the service, and
- upon request from the Office of Communications, provide HCPS with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in § 119.07 (4), F.S., or as otherwise provided by law; and
- ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement if the Contractor does not transfer the records to HCPS; and
- upon completion of this Agreement, transfer, at no cost, to HCPS all public records in possession of the Contractor or keep and maintain public records required by HCPS to perform the service. If the Contractor transfers all public records to HCPS upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to HCPS, upon request from HCPS' Office of Communications, in a format that is compatible with the information technology systems of HCPS.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE HCPS OFFICE OF COMMUNICATIONS AT PHONE: (813) 272-4060, EMAIL: PRR@HCPS.NET, 901 E. KENNEDY BOULEVARD, TAMPA, FLORIDA 33602.**

## **2.2 DISCRIMINATION**

The Contractor shall comply with all applicable laws, ordinances, codes, and statutes of all local, state, or national governing bodies included within this section. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the Award or with any of such rules, regulations, or orders, the Award may be canceled, terminated, or suspended in whole or in part.

**2.2.1 Statement of Assurance.** The Contractor must comply with the regulations of Title VII of the Civil Rights Act of 1964, as amended, and the Florida Civil Rights Act of 1992, in which no person in the United States shall on the grounds of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status be excluded from participation in or be denied the proceeds of or be subject to discrimination in the performance of the Award. Also, all the funds, services, materials, property, etc. inclusive in the contract shall not be used in the performance of any partisan political activity or to further the election or defeat of any candidate for public office.

**2.2.2 Americans with Disabilities Act.** A Proposer submitting a proposal to HCPS for the provision of commodities and contractual services may not exclude any person(s) from participating in; deny any person(s) the proceeds or benefits of; not otherwise subject any person(s) or subcontractors to any form of discrimination based on grounds of race, creed, color, national origin, age, sex, or disability. All contractors and subcontractors providing commodities and contractual services must comply with the pertinent portion of the Americans with Disabilities Act of 1990, Public Law 101-336.

## **2.3 VENDOR SANCTIONS**

The Proposer certifies that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility, and voluntary exclusion. HCPS may, by written notice to the Contractor, immediately terminate the Award if HCPS determines that the Contractor has been disbarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being



disapproved as a subcontractor of any public procurement unit or other governmental body.

**2.3.1 Public Entity Crimes (§287.133(2)(A)).** "A person or affiliate who has been placed on the convicted vendor(s) list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any commodities and contractual services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor(s) or consultant under a contract with any public entity, 7 for category two (\$35,000) for 36 months from the date of being placed on the convicted vendor(s) list."

**2.3.2 Convicted and Discriminatory Vendor Lists.** Per §§ 287.133(2)(a) and 287.134, F.S., and Rule 60A1.006 (1), F.A.C., a person or affiliate who has been placed on the State of Florida Discriminatory Vendor List or the Convicted Vendor List: following a conviction for a public entity crime may not submit a Proposal on a contract to provide commodities and contractual services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity over the threshold amount of \$35,000 for 36 months following the date of being placed on the convicted vendor list.

**2.3.3 Bankruptcy.** At the time of Proposal submission, the Proposer shall not be in the process of or engaged in any type of proceedings relating to insolvency or bankruptcy, either voluntary or involuntary or receivership proceedings. If the Proposer is awarded a contract for one (1) year or longer, and files for bankruptcy, insolvency, or receivership thereafter, HCPS may, at its option, terminate the contract.

**2.3.4 E-Verify.** Per § 448.095, F.S., all employers within the state shall use the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of the Award. The Contractor shall also require all subcontractors performing services under the award to use the E-Verify system for any employees they may hire during the term of the Award. The Contractor must provide evidence of compliance with § 448.095, F.S.

Evidence may consist of, but is not limited to, providing notice of the Contractor's E-Verify number. Failure to comply with this provision is a material breach of the Award and HCPS may choose to terminate the Award, at its sole discretion. The Contractor may be liable for all costs associated with HCPS securing the same services, inclusive, but not limited to, higher costs for the same services and bidding costs (if necessary).

**2.3.5 Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Contractor is considered a violation of § 274A (e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Award.

**2.3.6 Scrutinized Companies Lists/Business Operations in Cuba or Syria.** Per the provisions of § 287.135, F.S., a company that, at the time of bidding or submitting a Proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created under § 215.473, F.S., or is engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a Proposal for, or enter into or renew a contract with an agency or local governmental entity for commodities and contractual services exceeding one million dollars. The Proposer certifies by submission and signature of this Proposal that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List or has been engaged in business operations in Cuba or Syria. Any contract for commodities and contractual services of \$1,000,000 or more may be terminated at the option of the awarding body if the company is found to have submitted a false certification been placed on either of these lists or been engaged in business operations in Cuba or Syria.

**2.3.7 Conflict of Interest.** The award made under this solicitation is subject to the provisions of §§ 112.313(3), 112.313(7), Part III Code of Ethics, F.S., and Board Policy 6460.01 – Conflict of Interest. Employees shall not engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with their duties and responsibilities in the school system. Employees shall not engage in business, private practice of their profession, the rendering of services, or the sale of commodities of any type where the advantage is taken of any professional relationship they may have with any student, client, or parents of students or clients during their employment with HCPS.

- Employees shall not make use of materials, equipment, or facilities of HCPS in private practice. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.
- HCPS shall not enter into a contract knowingly with any supplier of materials, supplies, and services to HCPS that any School Board member or the Superintendent has any material interest in. This prohibition shall not prevent any person from receiving royalties upon the sale of any educational material of which they are the author, and which has been properly approved for use in HCPS' schools.
- Any employee who knowingly can influence, approve, or cause the purchase of any item to the School Board that can render them, or an immediate relative, personal gain must immediately disclose that fact. Any violation of these policies by an HCPS employee shall be subject to disciplinary actions up to and including termination of employment.

## 2.4 HCPS' RIGHTS

This solicitation will comply with all applicable HCPS policies and federal, state, and local laws. HCPS reserves the right to qualify Proposals that HCPS deems to meet the qualifications listed in this solicitation. HCPS is therefore not bound to accept a Proposal solely based on the lowest price. In addition, HCPS at its sole discretion, reserves the right to amend, cancel, recall, or reissue all, or parts of the solicitation, to reject any Proposal, to waive any formality and irregularity, or to re-advertise the identical or revised specifications. HCPS may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by a Proposer, and require additional evidence of qualifications to perform the services described in this solicitation. Furthermore, HCPS reserves, but is not limited to, the following rights:

- A Proposer's past performance may be used in the evaluation of this solicitation; or
- appoint an evaluation committee to review Proposals; or
- seek the assistance of technical experts to review Proposals; or
- approve or disapprove the use of subcontractors and suppliers; or
- award a contract to one or more (or none) of

the Proposers; or

- award a contract without discussions or negotiations; or
- disqualify proposals upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

**2.4.1 Submittal Rejection.** HCPS, at its discretion, may reject any, or part(s) of any Proposal; advertise, postpone, or cancel, at any time, the competitive solicitation process, or waive any irregularities in the solicitation in the proposal received. HCPS also reserves the right to request clarification of information from any Proposer. This solicitation does not commit HCPS to enter a contract nor obligate HCPS to pay for any costs incurred in the preparation and submission of proposals or in anticipation of an Award or contract.

**2.4.2 Submittal Confidentiality.** Per § 119.071(1)(b)2, F.S., the Proposals received by HCPS under a solicitation are exempt from § 119.07 (1) and 24 (a), Art. I of the State Constitution until HCPS provides notice of an intended decision or until thirty (30) days after receipt of the Proposals, whichever is earlier. All Proposal evaluation meetings and discussions with the Proposer shall be subject to § 286.0113, F.S.

## 2.5 ALTERNATIVE PURCHASING OPTIONS (NON-EXCLUSIVITY)

This solicitation does not establish an exclusive arrangement between HCPS and the Contractor. Additionally, HCPS reserves the following additional unrestricted rights:

- Use additional vendors to provide the commodities and contractual services, or deliver the same or similar products, as described herein when it is to the economic benefit of HCPS.
- Propose any work, products, or services as described herein when it is to the economic benefit of HCPS.
- Purchase items on this solicitation from any State of Florida public entity, the General Services Administration (GSA), Florida School Purchasing Consortium (PSBC), or any purchasing cooperative that serves school districts.
- Generate emergency purchases from the next highest-ranked Proposer(s); and
- Generate additional purchases due to the Contractor's inability to provide the

commodities and contractual services under the requested timeframe.

**2.5.1 Purchases by Other Public Agencies.** Per the State of Florida Department of Education (FLDOE) Purchasing Rule 6A-1.012 (6), F.A.C., instead of requesting competitive solicitations from three (3) or more sources, district school boards may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid contracts when the Proposer awarded a contract by another entity defined herein will permit purchases by a district school board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board.

**2.5.2 Purchases from Other Public Agencies (within Hillsborough County).** Per the Laws of Florida, Chapters 69-1112 and 69-1119, any public agency or authority existing within Hillsborough County that may desire to purchase commodities and contractual services under a contract, entered under law by any other political subdivision, such authority existing within Hillsborough County may purchase the commodities and contractual services at the contract price. Submission of a Proposal in response to this solicitation also constitutes a bid under the same contract conditions and at the same contract price, during the effective period of the contract, to all the other public entities listed (Governmental Purchasing Council of Hillsborough County). Each member of the Governmental Purchasing Council of Hillsborough County will issue their own purchase orders, issue payments, and coordinate the service locations with the Contractor, as applicable. The Hillsborough County Governmental Purchasing Council consists of the following agencies:

- Children’s Board of Hillsborough
- City of Plant City
- City of Tampa
- City of Tampa Housing Authority
- City of Temple Terrace
- Hillsborough Area Regional Transit
- Hillsborough Community College
- Hillsborough County Aviation Authority
- Hillsborough County Board of County Commissioners
- Hillsborough County Clerk of Courts
- Hillsborough County Property Appraiser

- Hillsborough County Sheriff
- Hillsborough County Supervisor of Elections
- Hillsborough County Tax Collector
- Office of the State Attorney, Hillsborough County, FL
- Tampa Hillsborough Expressway Authority
- Tampa Palms Community Development
- Tampa Sports Authority

## 2.6 CONTRACT TERMINATION & DEFAULT

Per school Board Policy Chapter 6320 - Procurement Procedures, Suspension or Debarment, the General Manager of Procurement Services may debar contractors for a defined period from bidding on or performing as a subcontractor on any HCPS contract. The suspended or debarred contractor may request removal from suspended or debarred status after the expiration of the suspension or debarment period. The General Manager of Procurement Services shall have the authority to suspend or debar any Contractor for:

- Failure to provide the commodities and contractual services as required in the solicitation; or
- violation of contract terms and conditions without cure or remedy; or
- default of any payment or other monies due to HCPS; or
- conviction of fraud or criminal acts while performing as a contractor on any contracts, even those not associated or written by HCPS; or
- consistent past performance record of habitual or continuous unsatisfactory performance, safety violations, failure to adhere to the Jessica Lunsford Act, as defined in the contract, repeated violations of any contract provisions, or delinquent performance by the Contractor; or
- possession of firearms on HCPS property; or
- violation of Federal or State law and any applicable HCPS policy regarding Drug-Free Workplace (will be subject to the immediate termination of any Award or contract).

**2.6.1 Termination for Convenience.** HCPS shall have the right to terminate the Award, with or without cause, upon written notice of such termination provided not less than thirty (30) days prior to the date that such termination is to be effective, or with such lesser notice as HCPS may deem appropriate under the

circumstances. If HCPS elects to terminate the Award without cause, HCPS shall compensate the Contractor for all, satisfactory commodities and contractual services provided prior to the date of termination. If a notice of termination is given, the Contractor agrees to abide by and perform all covenants and provisions of the Award until the date of the termination specified in the written notice of termination. The Contractor shall have no further rights, and HCPS shall have no further obligation to the Contractor, after the date of termination of the Award as specified in the written notice. HCPS may discontinue the provision of commodities and contractual services to any HCPS site as it deems necessary, that portion of the Award shall be void for the said site.

**2.6.2 Non-Appropriation of Funds (Funding Out).** It is understood and agreed between the parties hereto that HCPS shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the Award. In the event funds are not appropriated and budgeted in any fiscal year for payments due under the Award, HCPS will notify the Contractor of such occurrence and the Award must terminate on the last day of the fiscal year for which appropriation(s) received, sans penalty or expense to HCPS.

**2.6.3 Termination for Cause.** HCPS will periodically inspect commodities and contractual services to ensure that the Contractor meets all requirements. HCPS reserves the right to terminate the Award for cause, which shall include without limitation the Contractor's failure to comply with any provision of the Award. Prior to HCPS terminating an Award, the General Manager of Procurement Services or the designee may initiate an internal review of the situation; HCPS may invite the Contractor to participate. If HCPS determines that grounds exist to declare the Contractor in default, the Superintendent or designee shall provide the Contractor with written notice of default and termination, making specific reference to the provision(s) that gave rise to the breach. Inaction by HCPS to exercise its rights is not a waiver of such rights. HCPS may notify the Contractor as follows:

- **Initial Cure Notice.** An initial notification will require the correction of any discrepancies, inconsistencies, or items not meeting the specifications contained herein at no additional cost to HCPS. Within ten (10) days of receipt of the notice, or as mutually agreed, the Contractor must provide a written response describing the Contractor's steps to correct the noted deficiencies.

- **Second Notice.** A second discrepancy notification shall serve, upon receipt, as notification of immediate termination due to the discrepancies, inconsistencies, or commodities and contractual services not meeting specifications contained herein and the Contractor shall cease with the provision of commodities and contractual services. In such an event, HCPS shall pay the Contractor only for satisfactory commodities and contractual services. The Contractor and its sureties may be liable to HCPS for any additional HCPS-incurred costs to complete the job and repair of damages to the site and shall be deemed a breach of contract, subject to termination, and shall be a factor during the evaluation of future HCPS solicitations.

If performance security was required, HCPS may elect to execute the performance security as liquidated damages.

If performance security was not required, the Contractor must pay HCPS, as liquidated damages, an amount equal to five (5%) percent of the total estimated value of the item(s) in question. If the proposed pricing is a lump sum amount, then the amount due is five (5%) percent of the remaining value of the Award. The Contractor's failure to pay the liquidated damages within fifteen (15) days after notification that liquidated damages are due, shall lose eligibility to transact business with HCPS for a period of not less than one (1) year, but no more than two (2) years after the date of the default, as determined by the General Manager of Procurement Services. Thereafter, the Contractor may request reinstatement to the active Bidders list. Upon contract cancellation, HCPS reserves the right to award the lowest responsive, responsible Bidder (ITB only) or the responsible Proposer(s) offering the next highest rated Proposal for the unexpired term of the Agreement or publish a new competitive solicitation, as deemed to be in HCPS' best interest.

**2.6.4 Force Majeure.** No default, delay, or failure to perform on the part of either party will be considered a default, delay, or failure to perform otherwise chargeable, hereunder, if such default, delay, or failure to perform is due to causes beyond either party's reasonable control including, but not limited to, strikes, lockouts, or inactions of governmental authorities; pandemics; epidemics; acts of terrorism; war;

embargoes; fire; earthquake; acts of God; or default of common carrier. In the event of such default, delay, or failure to perform, any date or times by which either party is otherwise scheduled to perform will be extended automatically for a period equal in duration to the time lost by reason of the excused default, delay, or failure to perform.

## **2.7 CONTRACTOR'S OBLIGATIONS**

The Contractor shall keep HCPS fully informed as to the progress of the provision of commodities and contractual services. The Contractor may do so not only through regularly issued progress reports, cost reports, and minutes but also through close liaison between such designated HCPS personnel. The Contractor shall submit to HCPS minutes of any meetings attended by the Contractor and HCPS relating to the commodities and contractual services within (10) business days following such meetings.

### **2.7.1 HCPS Procurement Policy (6320).**

HCPS Procurement Policy ([www.sdhc.k12.fl.us/policymanual/](http://www.sdhc.k12.fl.us/policymanual/)) is incorporated into this solicitation (and, therefore, any contract awarded as the result of this solicitation) by reference. HCPS Procurement Policy binds the Contractor, by participation in this solicitation, in any issue or action related to this solicitation or subsequent contract resulting from this solicitation.

**2.7.2 Subcontractors.** The Contractor is responsible for the performance and meeting of all specifications and for the performance of any subcontractor used in conjunction with an award hereunder. The Proposer must disclose the name(s) of any subcontractor(s) used to satisfy performance herein and ensure that the subcontractor(s) are qualified, and insured, and that the subcontractor's employees meet all requirements set forth herein.

**2.7.3 Assignment.** The Contractor, whether under a separate contract or not, shall not assign any part or whole of the Award to another party, subcontractor, or company nor shall they assign any money due or to become due to him hereunder, without the previous written consent of HCPS. HCPS may transfer the Award to any successor performing the same functions. The parties acknowledge that HCPS may transfer any or all its interest in the Award to any successor of HCPS.

**2.7.4 Licenses & Taxes.** The Contractor shall remain compliant with all federal, state, and local regulations as to licenses, permits, and tax obligations required for the operation of the Contractor's business activities.

**2.7.5 Proposal Cost.** All expenses involved with the preparation and submission of the Proposal to HCPS, or any services performed in connection therewith, shall be borne by the Proposer. HCPS shall not provide payment for any submittals received, for any other effort required of or made, or for expenses incurred by the Proposer.

## **2.8 ACCOUNTING & INVOICING**

The Contractor must not provide the commodities and contractual services without an HCPS-issued purchase order. All invoices must include a purchase order number. Invoices shall not be submitted before the provision of the commodities and contractual services. For payment processing, all invoices must be sent directly to:

Accounts Payable Department  
P.O. Box 3408  
Tampa, FL 33601  
Email: [invoices@hcps.net](mailto:invoices@hcps.net).

US-mailed invoices sent to a different address will not be processed. Invoices included with shipments or left at school/administrative sites are treated as packing slips and will not be processed. The Contractor acknowledges and understands that submitting late invoices may adversely impact HCPS' budget. As such, the final invoice for the commodities and services issued under this Agreement must be received by HCPS within 120 days of which the invoiced commodities and services were provided. Any portion of an invoice that represents charges to HCPS after 120 days shall be unenforceable. HCPS reserves the right to deny payment of any invoice not submitted within the timelines described in this paragraph.

**2.8.1 Purchase Order (PO) Number.** All accounting and invoicing correspondence must reference an HCPS purchase order number. HCPS may generate Individual purchases via blanket or multiple purchase orders against the Award as commodities are required.

**2.8.2 Offered Prices.** All pricing shall be based on the FOB Destination and will include all packaging, handling, and shipping charges. HCPS is exempt and does not pay Federal Excise and State of Florida sales taxes.

**2.8.3 Invoice Submittal.** The Contractor shall submit an original invoice to the HCPS Accounts Payable Department. P.O. Box 3408, Tampa, Florida, 33601-3408, or email [invoices@hcps.net](mailto:invoices@hcps.net). Per § 287.058(1)(a), F.S.: bills for fees or other compensation for services or expenses shall be submitted with enough detail for a proper pre-audit and post-audit thereof.

**2.8.4 “Duplicate” or “Copy” Invoice.** All service contracts require a duplicate invoice, identified as a “DUPLICATE” or “COPY” to the ordering department or designated project leader.

**2.8.5 Payment Assignment.** Any purchase order or Award issued hereunder, and the monies that may become due are not assignable except with prior written approval by HCPS Procurement Services.

**2.8.6 Request for Payment.** The Contractor, unless under a mutual written contract, shall provide invoices that will include all scheduled services, products purchased, and services completed during the previous one (1) month period. The Contractor represents and agrees that information submitted in support of its requests for payment is the basis of payment and is true and accurate to the best knowledge of the responsible signatory. A violation of this provision shall subject the violator to the provisions of § 68.082, F.S., pertaining to false claims against the State, and § 837.06, F.S., pertaining to false official statements.

**2.8.7 Excess Funds.** A Contractor who receives funds paid by HCPS under the Award agrees to promptly notify HCPS of any funds erroneously received from HCPS upon discovery of erroneous payment or overpayment. The excess funds must be refunded to HCPS with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under § 55.03, F.S., applicable at the time the erroneous payment or overpayment was made by HCPS.

**2.8.8 Stop Work Order.** HCPS may at any time by written notice to the Contractor stop all or any part of the contractual services under the Award. Upon receiving such notice, the Contractor will take all reasonable steps to minimize additional costs during the period of work stoppage. HCPS may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and the price or terminate the work in accordance with the provisions of the solicitation terms and conditions.

**2.8.9 Deliveries.** HCPS shall provide payment for deliveries on a per-order basis and delivery shall be to any point within Hillsborough County, Florida to a secure area or inside delivery, as requested by the school site.

**2.8.10 Travel Expenses.** Per § 287.058(1)(b), F.S.: bills for HCPS-approved travel expenses will be reimbursed only if expressly authorized by the terms of the Award. Invoices for travel expenses shall be submitted in accordance with § 112.061, F.S.

**2.8.11 Right to Audit Provisions.** The Contractor’s records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, subcontractor’s files and any other supporting evidence necessary to substantiate payments and income related to this contract (records) shall be open to inspection and subject to audit and reproduction, during normal working hours, by an HCPS authorized representative to adequately permit evaluation and verification of any invoices, payments, or claims submitted by the Contractor or any of their payees pursuant to the execution of the Award. Such records subject to the examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with the Award.

For such audits, inspections, examinations, and evaluations, the HCPS authorized representative shall have access to the records from the effective date of the Award, for the duration of the work, and until five (5) years after the date of the Contractor’s final payment pursuant to the Award. All payments that cannot be documented as paid as required by the Award and found not to follow the provisions of the Award shall be reimbursed to HCPS.

The HCPS agent or its authorized representative shall have access to the Contractor’s facilities, and all necessary records, and shall be provided with adequate and appropriate workspace to conduct audits in compliance with this section. The HCPS authorized representative shall give the Contractor reasonable notice of intended audits.

The Contractor shall certify that payments are accurate and correct on each payment. If an audit reveals a discrepancy, such as an overpayment will require the Contractor to reimburse HCPS for the discrepancy with a minimum of 18% per annum interest per annum.

If an audit inspection or examination per this article, discloses overpayments (of any nature) by HCPS to the Contractor exceeding ten (10%) percent of the total payments will require the Contractor to reimburse HCPS for the cost of the audit in addition to the overpayments by HCPS.

**2.8.12 Personnel Qualifications/Behavior.** The Contractor will provide a written list of, and qualifications, of new or additional people working under the Award for approval prior to the provision of commodities and contractual services under the Award.

- **Personnel Appearance & Conduct.** The Contractor's staff members are to present a professional appearance. Personnel shall be neat, clean, well-groomed, if applicable properly uniformed, and conduct themselves in a respectable and courteous manner.
- **Uniforms.** If applicable, the Contractor's employees shall wear a recognizable uniform, and no hats indoors. Each employee performing services for HCPS must carry a government-issued picture ID and be presented upon request while on HCPS property.
- **Tobacco Products.** Use of tobacco products must be in designated areas.
- **Disruptive Behavior.** The Contractor's personnel shall not play loud music, make unnecessary noises, or use language that causes offense to others.
- **Site Security.** The Contractor's personnel must coordinate with the site's front office or security personnel and shall be properly identified and must sign in and sign out when working or making deliveries during operational hours. All personnel must remain in the assigned work area.
- **Tools and Equipment.** The Contractor is solely responsible for safeguarding its own materials, tools, and equipment while at an HCPS site. HCPS shall not assume any responsibility for vandalism or theft of the Contractor's materials or property.
- **Firearms and Narcotics.** HCPS will not tolerate the possession of firearms and narcotics while on HCPS property; nor violations of Federal and State laws and any applicable HCPS policy regarding Drug-Free Workplace. Violators will be subject to the immediate termination of any contract resulting from this solicitation.

"Firearm" shall mean any weapon (including a starter gun or antique firearm) which can, is designed to, or may readily, be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on HCPS property.

If any Contractor's employee or subcontractor brings a firearm onto HCPS property, the Contractor or subcontractor will terminate the

employee from the HCPS contract. HCPS shall terminate the Award if the Contractor or subcontractor fails to remove the employee from the Award.

## 2.9 HAZARDOUS MATERIALS

This section applies to all Contractors whose commodities and contractual services enable or require the provision or use of hazardous materials.

- The HCPS Safety (Safety Office) Office will monitor and enforce compliance by the Contractor and subcontractors that provide HCPS with commodities and contractual services. It is HCPS' intent that all Contractors and subcontractors must not cause unsafe conditions or acts that may affect the safety and health of students, employees, or visitors to HCPS operations.
- HCPS may require the Contractor to supply a written copy of their Safety Program/Manual for review after contract award and may conduct a periodic review of the Contractor's safety manual and operations.
- The Contractor and their employees, including subcontractors, performing work under the terms of the Award must follow safe working practices always, as well as comply with all Federal, State, Local, and HCPS safety policies and procedures, including the operation of vehicles and equipment on HCPS-owned property.
- The Contractor must report any accident, injury, or incident occurring on HCPS property to the District's Safety Office.

**2.9.1 Safety Data Sheets (SDS).** Per Chapter 442, F.S., any item delivered or used when providing services under the Award must have a published SDS.

**2.9.2 The Hazard Communication Standard (HCS) (29 CFR 1910.1200 (g)).** The HCS, revised in 2012, requires that the chemical manufacturer, distributor, or importer provide Safety Data Sheets (SDS) (formerly MSDS or Material Safety Data Sheets) for each hazardous chemical to downstream users to communicate information on these hazards. The information contained in the SDS is largely the same as the MSDS, except now the SDS is required in a consistent user-friendly, 16-section format. The SDS includes information such as the properties of each chemical; the physical, health, and environmental health hazards; protective measures; and safety precautions for handling, storing, and transporting the chemical. The

information contained in the SDS must be in English and Spanish. In addition, OSHA requires that SDS preparers provide specific minimum information as detailed in Appendix D of 29 CFR 1910.1200. Sections 1 through 8 contain general information about the chemical, identification, hazards, composition, safe handling practices, and emergency control measures (e.g., firefighting). This information should be helpful to those who need to get the information quickly. Sections 9 through 11 and 16 contain other technical and scientific information, such as physical and chemical properties, stability and reactivity information, toxicological information, exposure control information, and other information including the date of preparation or last revision. The SDS must state the lack of applicable information found when the preparer does not find relevant information for any required element. The SDS must also contain Sections 12 through 15, to be consistent with the UN Globally Harmonized System of Classification and Labeling of Chemicals (GHS), but OSHA will not enforce the content of these sections because they concern matters handled by other agencies. Each SDS Must be written in English and Spanish and include information regarding the specific chemical identity of the hazardous chemical(s) involved and the common names. The information must be provided regarding:

- the physical and chemical characteristics of the hazardous chemical; and
- known acute and chronic health effects and related health information; and
- exposure limits; and
- whether the chemical is a carcinogen as identified by the National Toxicology Program (NTP), International Agency for Research on Cancer (IARC) or the Occupational Safety and Health Administration (OSHA), emergency first aid procedures; and
- the identification of the organization responsible for preparing the SDS.

**2.9.3 Hazardous Material.** The Safety Office defines Hazardous Material as, "Any material or substance for which there is sufficient data to indicate a reasonable risk to physical and environmental health. These substances, classified as poisonous, toxic, corrosive, flammable, explosive, radioactive, or other warning on the product label. The Contractor must:

- provide current and legible SDS to the Safety Office for each hazardous material they may

use at an HCPS site at least five (5) working days prior to use; and

- provide its safety plan (precautions needed by the Contractor's employees); and
- maintain a copy of the approved SDS at the job location.

After review by the Safety Office, HCPS may provide the Contractor a stamped SDS, as approved, approved with or without restrictions, or not approved.

**2.9.4 Approval of Hazardous Materials.** Prior to the Contractor's use, the Safety Office must approve all hazardous materials. The Contractor must submit all requests for product approval to the Safety Office, at 2920 N 40th Street, Tampa, FL 33605. Telephone (813) 840-7324. The Contractor using the product must follow any identified restrictions. The Contractor's use of any product at an HCPS site must be in accordance with the manufacturer's instructions and applicable HCPS Policies. Sites, where no students or employees are present, do not require approval, provided the materials are not within 250 feet of sites with students or employees. All Federal, State, and Local regulations shall apply.

**2.9.5 Contractor's Use of Product.** Product approval for use by HCPS employees does not constitute automatic approval for use by the Contractor for all applications. The Safety Office must specifically approve each product used by the Contractor and must be specifically approved for each HCPS assignment.

**2.9.6 HCPS Employee Use of Products.** The Contractor (prior to use by HCPS employees) must submit the approved SDS to the HCPS supervisor and ensure the filing of the SDS in the worksite's SDS Book (even if approved for use by the Contractor).

**2.9.7 Rejection of Hazardous Materials.** HCPS may ban certain products for use in HCPS to prevent any incidence of exposure to students or employees. HCPS may apply restrictions to the use of certain materials to reduce or eliminate the incidence of exposure.

**2.9.8 Product Removal.** The Contractor is responsible for the removal of all materials used on projects immediately upon completion. The Contractor must list all materials left for HCPS use on a manifest identifying the container type, amount, and where located. The HCPS employee who originated the service or contract shall sign the manifest and deliver it to the District Safety Office.

**2.9.9 Hazard Notification-Asbestos Containing Materials (ACM) and Lead-Based Paint (LBP).** ACM and



LBP are present in many HCPS buildings. The presence of ACM and LBP does not necessarily mean that a hazard exists; however, it may be hazardous to disturb ACM and LBP. The Contractor must contact the Safety Office prior to commencing any work that may affect ACM or LBP materials.

**2.9.10 Unsafe Conditions.** The Contractor must:

- perform the contractual services under the terms of the Award and follow the best environmental working practices always; and
- not cause any unsafe conditions or perform acts that could have an impact on the safety and health of students, employees, or visitors to HCPS operations; and
- comply with all Federal, State, Local, and HCPS environmental policies and procedures; and
- supply, upon request, a written copy of its Environmental Program/Manual for review after the Award (HCPS may periodically review the Contractor's environmental manual and operations); and
- be responsible for removal and clean-up of all contamination (or potential contamination) upon the occurrence or when identified by the Safety Office; and
- immediately report all incidents to the Safety Office.

## **2.10 INDEMNIFICATION**

The Contractor agrees to indemnify, hold harmless, and defend HCPS, its agents, servants, and employees servants, and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which HCPS, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the commodities and contractual services furnished by the Contractor, its agents, servants, or employees; the Contractor's equipment, its agents, servants, or employees while such equipment is on premises owned or controlled by HCPS; or the negligence of the Contractor or the negligence of the Contractor's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses be for damages, damage to property including HCPS'

property, and injury or death of any person whether employed by the Contractor, HCPS or otherwise.

**2.10.1 Indemnification (Copyright Infringement).** The Contractor shall defend, indemnify, and hold HCPS and its successors and assigns harmless from and against all third-party claims, suits, and proceedings, and any and all damages, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the Contractor of any third-party patent, copyright or trademark, or (ii) misappropriation by the Contractor of any third party trade secret in connection with any of the foregoing.

**2.10.2 The Patient Protection and Affordable Care Act.** The Contractor agrees that it will offer Minimum Essential Coverage, as that term is defined in the Patient Protection and Affordable Care Act (PPACA) and related regulations, to any agents, servants, employees, assigns, independent contractors, or anyone else retained by the Contractor for the performance of the Contractor's obligations under the Award who spends more than thirty (30) hours per week on average performing services for HCPS. Except as expressly provided herein, the Contractor agrees to assume complete responsibility and liability and indemnify HCPS for any fines, penalties, taxes, excise taxes, or other amounts incurred by HCPS related to agents, servants, employees, assigns, independent contractors, or anyone else retained by the Contractor for the performance of the Contractor's obligations under the Award. This includes any fines, penalties, taxes, excise taxes, or other amounts incurred by HCPS based on the Contractor's failure to comply with requirements under the PPACA including any failure to offer PPACA-compliant minimum essential coverage that is affordable and provides minimum value to any agents, servants, employees, assigns, independent contractors, or anyone else retained by the Contractor for the performance of the Contractor's obligations under the Award.

**2.10.3 No Waiver of Sovereign Immunity.** Nothing herein contained shall be deemed or construed as a waiver of sovereign immunity as provided by § 768.28, F.S., by any agency or political subdivision to which sovereign immunity may be applicable. HCPS shall not be liable to pay a claim or a judgment by any one person that exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by HCPS arising out of the same incident or occurrence, exceeds the sum of \$300,000. Nothing herein shall be construed as

consent by HCPS to be sued by third parties in any matter arising out of the Award.

**2.10.4 Independent Contractor.** HCPS engages the Contractor as an independent business. The Contractor agrees to provide the commodities and contractual services in the manner of and as an independent contractor. In accordance with the status of an independent contractor the Contractor covenants and agrees that the Contractor will conduct itself consistent with such status, that the Contractor will neither hold HCPS as, nor claim to be an officer or employee of HCPS for any right or privilege applicable to an officer or employee of HCPS, including, but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

## **2.11 SHARED DATA SERVICES**

**2.11.1 Intended Use of Data.** This section applies to all agreements where students or staff information is shared with the Contractor: HCPS designates the Contractor as a "school official" with a "Legitimate educational interest" under the definitions of those terms outlined in the § 1002.22, F.S., "Student Records and Reports" and the Family Educational Rights and Privacy Act ("FERPA") notification(s) to students and parents during the Term of this Agreement. The Contractor agrees to develop, implement, maintain, and use appropriate administrative, technical, or physical security measures to the full extent required by § 1002.22 and FERPA to maintain the confidentiality of "education records" as that term is defined by § 1002.22 and FERPA. The Contractor shall protect student records under § 1002.22 and FERPA, whichever has the more stringent requirements. HCPS recognizes and agrees that for all applicable laws, the Contractor has a legitimate educational interest for purposes of HCPS disclosing to the Licensor students' education records.

**2.11.2 Constraints on Use of Data.** Data supplied by HCPS to the Contractor or collected by the Contractor on behalf of HCPS' students, vendors, management, agents, or employees are the property of HCPS and shall not be shared with third parties without the written permission of HCPS. HCPS data shall not be sold or used, internally or externally, for any purpose not related to the scope of work defined in this Agreement without the written permission of HCPS.

**2.11.3 Data Security.** The Contractor shall employ industry best practices, both technically and procedurally, to protect HCPS data from unauthorized physical and electronic access per § 501.171, F.S.

Methods employed are subject to annual review and approval by HCPS. The Contractor agrees to:

- hold the student records and information in strict confidence and not use or disclose them except as required by this Agreement or required by law and except when the parent of a student provides prior written consent for its release, all shared student records will be disclosed only to employees of the agency who need to access the information to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the laws; and
- safeguard the student records through administrative, physical, and technological safety standards to ensure adequate controls are in place to protect these records per FERPA's privacy requirements and that all shared student records it discloses will carry a warning regarding the confidential nature of such information and protocols concerning further dissemination consistent with this Agreement; and
- continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded per the terms of this Agreement.

**2.11.4 Confidential Information.** "Confidential Information" shall include any personally identifiable student information, as that term is defined in 34 CFR, Section 99.3.

"Disclose" or "disclosure" means to permit access to, or the release, transfer, or other communication of Confidential Information contained in education records by any means, including oral, written, or electronic means, to any party except the party identified as the party that provided or created the record.

HCPS may disclose Confidential Information to the Contractor to carry out services of HCPS-supported projects or to enforce or comply with Federal legal requirements that relate to those projects. Further disclosure by the Contractor of any Confidential Information released to the Contractor by HCPS is prohibited by this Agreement.

The Contractor shall not: (i) disclose any Confidential Information to any unauthorized third party; (ii) make any use of Confidential Information except to perform its obligations under this Agreement; or (iii) make Confidential Information available to any of its

employees, officers, or agents except those internal Contractor employees who have been authorized by the Contractor to use the information as a component of their project assignment(s). The term “unauthorized third party” for purposes of this Agreement does not include employees, officers, or agents of HCPS who are authorized to have access to the Confidential Information.

The types of Confidential Information that may be necessary to disclose to the Contractor under this Agreement include but are not limited to, the following: Personnel Records (social security numbers, credit card numbers, expiration dates, PINs, card security codes, financial profiles, bank routing numbers, and medical data), Student Records (student name, student identifier, gender, race/ethnicity, grade, IDEA Indicator, limited English proficiency status, Section 504 status, Title I Targeted Assistance Participation and law enforcement records), and HCPS (district name, school number, and school name). No other personally identifiable student information will be disclosed to the Contractor.

The Contractor understands that the Confidential Information is protected under state and federal law and agrees to immediately notify HCPS if any of the Confidential Information is disclosed, either intentionally or inadvertently.

The Contractor agrees to protect Confidential Information in such a manner that it will be disclosed only to the Contractor’s staff whose duties under this Agreement specifically require them to have access to the Confidential Information.

The Contractor and HCPS shall identify at least one authorized representative or data custodian from their respective agencies who shall be responsible for processing and responding to data requests from the other party.

Upon request of HCPS, the Contractor shall agree to permit HCPS to review or shall provide written assurances to HCPS regarding the use of Confidential Data under this Agreement. The purpose of this provision is to ensure that appropriate policies and procedures are in place to protect the Confidential Information and that there has been no further Disclosure of the Confidential Information.

All Contractor employees, officers, and agents with access to the Confidential Information must acknowledge that they are aware of and will abide by the provisions of this Agreement. The Contractor agrees to remove any person from performing work who has,

or is suspected to have, violated the terms of this Agreement.

By disclosing Confidential Information to the Contractor, HCPS is not assigning ownership of the Confidential Information to the Contractor. Upon the termination of this Agreement for any reason, the Contractor shall immediately return all Confidential Information, including all copies, to HCPS or destroy all Confidential Information in its possession, custody, or control unless otherwise agreed to in writing by both parties. The Contractor will provide HCPS with affidavits to this effect.

A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement with any party without advance notice.

**2.11.5 Network Security.** Internet Access. Connections to the Contractor’s computers utilizing the Internet, whether for client access or remote administration, shall use cryptographic technology.

**2.11.6 Data Storage.** Regardless of the media employed (i.e., disk, tape, etc.), data must be stored in an encrypted format.

**2.11.7 Security Training.** The Contractor shall provide periodic training for staff on the Contractor’s internal security policies and procedures and on applicable state and federal legal requirements for protecting sensitive and confidential data.

**2.11.8 Criminal Background Checks.** The Contractor shall certify that all staff members with access to Confidential information have been subjected to a bona fide criminal background check per § 435.04, F.S., and have no record of any felony convictions. Any exceptions to this requirement must be approved in writing by HCPS.

**2.11.9 Prohibition of Mobile Devices and Removable Media.** The Contractor shall have a written policy prohibiting the transfer or storage of unencrypted customer information on employee mobile devices or removable storage media for any reason. This policy shall be made available to each employee individually and shall be enforced.

**2.11.10 Compliance with Applicable Laws and Regulations.** Where applicable, the Contractor shall comply with all applicable federal laws and regulations protecting the privacy of citizens including FERPA and the Health Insurance Portability and Accountability Act (HIPAA), and all provisions of the Financial Services Modernization Act (the “Gramm-Leach-Bliley Act”).

**2.11.11 Indemnification.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with HCPS under this Agreement shall fully comply with the requirements of §§ 1002.22 and 1002.221, F.S., FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each party agrees, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, to fully indemnify and hold harmless to the extent provided by law, HCPS, and its officers and employees for any violation of the Student Records section, including, without limitation, defending HCPS and its officers and employees against any complaint, an administrative or judicial proceeding, payment of any penalty imposed upon HCPS, or payment of all costs, damages, judgments or losses incurred by or imposed upon HCPS arising out of a breach of this Agreement by the party, or an officer, employee, agent, representative, contractor, or subcontractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or subcontractor of the party has either intentionally or negligently violated the provisions of this Agreement or §§ 1002.22 and/or 1002.221, F.S. This

section shall survive the termination of all performance obligations under this Agreement and shall be fully binding until the student records are destroyed per the Florida Retention Schedules or are returned to HCPS, whichever is earlier.

**2.11.12 Web Content Accessibility**

**If Used by the Public, Including but Not Limited to Students, Students’ Parents, and the Community.** The Contractor supplying online services on behalf of HCPS must adhere to the Americans with Disabilities Act (ADA) and Section 508 of the Rehabilitation Act of 1973. The Contractor must indemnify and defend HCPS from and against all losses, liabilities, and claims (including reasonable attorneys’ fees) arising out of any claims by a third party alleging that the online services provided by the Contractor do not adhere to the ADA or with Section 508 of the Rehabilitation Act of 1973.

**If Used by HCPS Employees Only.** The Contractor supplying online services on behalf of HCPS must adhere to the Americans with Disabilities Act (ADA) and Section 508 of the Rehabilitation Act of 1973.

**ACKNOWLEDGEMENT SIGNATURE**

THE BELOW SIGNATURE ACKNOWLEDGES THAT THE PROPOSER HAS READ THIS SECTION BEFORE SUBMITTING A PROPOSAL AND IS READY, WILLING, AND ABLE TO FULFILL THE APPLICABLE OBLIGATIONS PER THE STATED REQUIREMENTS AND IS SUBMITTING A PROPOSAL WITHOUT COLLUSION WITH ANY OTHER INDIVIDUAL OR FIRM.

  
\_\_\_\_\_  
Authorized Signature

Vice President  
\_\_\_\_\_  
Title

Mary Pelfrey  
\_\_\_\_\_  
Print Name

05/16/2024  
\_\_\_\_\_  
Date

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**TAB 3. PROPOSER INSTRUCTIONS**

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### TAB 3. PROPOSER INSTRUCTIONS

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This RFP will comply with all applicable HCPS policies and federal, state, and local laws. HCPS reserves the right to qualify proposals that HCPS deems to meet the qualifications listed in this solicitation. HCPS, at its sole discretion, reserves the right to cancel, recall, or reissue all, or parts of this solicitation, to reject any proposal(s), to waive any formality and irregularity, or to re-advertise the identical or revised specifications. HCPS may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by a Proposer, and require additional evidence of qualifications for the provision of the required commodities and contractual services described in this solicitation. This solicitation does not commit HCPS to contract with nor obligate HCPS to reimburse any Proposer for any costs incurred in the preparation and submission of a proposal or anticipation of a contract. Furthermore, HCPS may, without limitation:

- evaluate the Proposer’s past performance with HCPS and other customers; or
- remedy solicitation errors; or
- reduce/alter the scope of services (if deemed in HCPS’ best interest and at HCPS’ sole discretion); or
- appoint an evaluation committee to review the proposals; or
- seek the assistance of technical experts to review the proposals; or
- approve or disapprove the use of subcontractors and suppliers; or
- award a contract to none, one, or more proposers; or
- disqualify proposals and seek further sanctions upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer(s).

The proposals should be submitted in a format commensurate with the sections in this solicitation. This solicitation will be evaluated by HCPS as stated herein. HCPS reserves the right to waive any formalities, reject all proposals, or re-advertise the solicitation for these services. HCPS may withdraw all or part of this solicitation at any time to protect HCPS’ interests. The Proposers are asked to be thorough yet concise in their responses. Failure to respond in the manner prescribed herein may be grounds for disqualification or loss of awarded points.

#### 3.1 PRE-PROPOSAL CONFERENCE/SITE VISIT

If applicable, see coversheet, HCPS may conduct a Pre-Proposal Conference (attendance may be mandatory or voluntary, or a site visit (mandatory attendance, as required by HCPS) to explain the procurement requirements. The pre-proposal conference or site visit will be held long enough after the solicitation has been issued to allow Proposers to familiarize themselves with the services under this solicitation, but sufficiently before the due date to allow consideration of the Pre-Proposal Conference results in preparing a proposal. Nothing stated at the Pre-Proposal Conference or site visit shall amend this solicitation unless and until a change is made via written addenda on VendorLink.

#### 3.2 VENDORLINK ([WWW.MYVENDORLINK.COM](http://WWW.MYVENDORLINK.COM)) REGISTRATION

HCPS will post all solicitations and supporting documents on VendorLink. It is the sole responsibility of interested parties to monitor VendorLink for solicitation opportunities and updates. Each Proposer must have a current vendor application on file with VendorLink to conduct business, receive updates and addenda, and ask questions under any HCPS solicitation.

HCPS requires that all Contractors have a current vendor application on file with [www.myVendorLink.com](http://www.myVendorLink.com). HCPS may rescind an Award for failure to comply with this condition.

**3.2.1 Questions.** A Proposer with additional questions regarding this solicitation or a related document(s) may submit a written request for clarification to the solicitation via VendorLink no later than the “last day to request additional information or clarification.” Any interpretation to a proposer shall be via written addenda posted on VendorLink before the proposal’s due date. Any information that amends any portion of this solicitation, received by any method other than an addendum issued to this solicitation, is not binding on HCPS. Where there appears to be a conflict between this solicitation and any addendum issued, the last addendum issued will prevail.

**3.2.2 Addenda.** Those interested in responding to and receiving addenda to this solicitation, or any other HCPS procurement opportunity, must log on to VendorLink and select "active bids," search for the solicitation, and download the document(s). Downloading the document will enter your email address as a participant and will provide notifications

and updates for this solicitation. Each Proposer must, before submitting the proposal, determine whether addenda was issued via VendorLink and if so, download and respond accordingly to such addenda.

### **3.3 PROPOSAL SUBMITTAL**

The Proposer is solely responsible for the on-time delivery of the proposal via VendorLink. No mailed hard copies will be accepted. HCPS will not review proposals before the due date and time.

**3.3.1 Uploaded Proposal Format.** The proposal must be electronic and organized as specified to maintain comparability and consistency in the evaluation process. Avoid elaborate promotional materials and provide only requested information. All supporting materials should reference the portion of this solicitation to which they pertain.

**3.3.2 Variance from Terms.** The proposal must identify all variances from specifications, terms, and/or conditions regardless of how slight. Otherwise, HCPS will assume that the proposed commodities and services shall fully comply with the specifications, terms, and conditions herein.

**3.3.3 Forms.** Unless otherwise specified, proposers must use the form(s) furnished by HCPS. Failure to do so may be cause for rejection of the proposal.

**3.3.4 Missing Attachments/Documents.** The proposal must include all required attachments and requested documentation. HCPS will not review proposals nor acknowledge receipt of a proposal before the due date and time. HCPS cannot accept any missing documents after the due date unless HCPS deems the missing document as non-material to the evaluation of the proposal. All missing documents must be submitted to the Procurement Officer within 72 hours of the submitted request, excluding Saturdays, Sundays, and state holidays. All communication between Procurement Services and the proposer shall be via email. HCPS shall not be responsible for emails that flow into a proposer's spam folder.

**3.3.5 Signatures.** An officer or employee who has the authority to bind the organization must sign the proposal, in ink or digitally.

**3.3.6 Public Inspection of Proposal.** HCPS will provide the Proposer's representative with written notice if a public records request has been made for a confidential portion(s) of their proposal to this solicitation. HCPS will provide for the inspection or copying of any non-exempt portions of any proposal in its possession by applicable law. If a Proposer wishes to preclude the inspection or copying of any non-exempt portions of their proposal or if a dispute exists as to whether such portions are entitled to an exemption, the proposer must obtain a protective order from a court of competent jurisdiction prohibiting the inspection or copying of the requested materials. The failure to initiate such legal proceedings shall constitute a waiver by the Proposer of any applicable exemption or confidential status of the requested materials. By submitting a proposal to this solicitation, the Proposer agrees to waive any cause of action or claim for damages it may have against HCPS for its release of records in response to a public record request other than those that are prepared and labeled as confidential or exempt as described in this section. The Proposer agrees to hold HCPS harmless from any award to a plaintiff for damages, costs, or attorney's fees based upon HCPS' non-disclosure of portions of the Proposer's response that have been prepared and labeled as confidential or exempt from public inspection and further agrees to reimburse HCPS for any attorney fees and costs it may incur in the defense of such non-disclosure.

**3.3.7 Trade Secret.** If applicable: all "trade secret" information submitted in response to this solicitation shall be submitted in compliance with §§ 119.07 and 812.081, F.S., and shall be submitted in a separate file and so named. A failure by the Proposer to prepare and label the confidential or exempt portions of their proposal in the manner specified herein shall constitute a waiver by the Proposer of any applicable exemptions from disclosure or any confidential status including ones that may be applicable to trade secrets under Florida law. If challenged, the Proposer who submits the trade secret information shall bear all costs associated with defending their position.

**3.3.8 Joint Proposal.** HCPS will recognize a single Proposer as the primary contractor ("Contractor"), should multiple proposers submit a joint proposal in response to the competitive solicitation. If offering a joint proposal, the Contractor must:

- include the name and address of all parties of the joint proposal; and

- provide all bonding and insurance requirements, execute the contract, complete the proposal, and have overall and complete accountability to resolve any dispute arising within the award. HCPS shall issue a single award with the submitting Proposer; and
- be responsible for the provision of the commodities and contractual services associated with response to this solicitation and overall contract administration; and
- preside over the other joint Proposers or present at HCPS meetings, oversee the preparation of reports and presentations, and file any notice of protest as described herein; and
- prepare and present consolidated invoice(s) for provided commodities and contractual services. HCPS shall issue only one check for each consolidated invoice to the Contractor for services performed.

**3.3.9 Submittal Delays.** Possible delays to the last day for questions or the submittal due date may involve the following, without limitation:

- Questions/Due Date Extension. HCPS reserves the right to amend this solicitation’s due date before the originally posted due date, via VendorLink.
- Weather Conditions. Should weather conditions require HCPS to close its offices on the Proposal Due Date, said date will become effective on the same hour on the following HCPS business day or as posted by HCPS via VendorLink.

### **3.4 EVALUATION PROCESS**

**3.4.1 Evaluation Committee.** Procurement Services shall forward only those on-time, responsive, and responsible proposals to the assigned HCPS Evaluation Committee (the “Committee”) for further evaluation. The Committee may consist of HCPS personnel and additional stakeholders who will review, discuss, and rank the proposals. Procurement Services personnel will participate as facilitators. The Committee may deem additional Proposers as non-responsive or non-responsible and will not pursue further evaluation. Please note that HCPS reserves the right to:

- prefer to contract with the Proposer(s) that are in full compliance with the provided terms and conditions stipulated in this solicitation. However, after the allowance for any deviations, a proposal with alternatives may be considered. HCPS cautions Proposers to indicate all restrictive deviations from the desired terms and conditions; and
- select the proposal(s) deemed to be in its best interest and shall be the sole judge and final arbiter of its own best interest, the evaluation of submissions, and the resulting negotiated agreement; and
- deem that if in receipt of an adequate number of proposals, HCPS may choose to evaluate only those proposals as submitted and require no additional clarifications and/or information. The Proposer should provide complete and thorough proposals, including the Proposer’s most favorable terms.
- perform a side-by-side comparison of like proposals. Procurement Services shall perform the preliminary phase upon initial proposal screening, this phase shall pass or fail, as determined by Procurement Services as to whether:
  - all required forms are signed, submitted, or obtainable; and
  - the Proposer meets the minimum requirements; and
  - whether the information provided is in the required sequence to simplify the comparison of Proposals.

**3.4.2 Ranking of Proposals.** HCPS utilizes a linear numeric (non-adjectival) scale where a numeric response, the maximum of 100 points or a portion of this score depending on the merit of the proposal, is determined by each Committee voting member, to each below-identified tab. The Committee will rate their preference and strength of preference per tab using a comparative scale. This can include but is not limited to, satisfaction, ease of use, feature favorability, feature importance, perceived value, or likelihood to recommend. The criteria are itemized with their respective weights for a maximum of 100 points.

**3.4.3 Evaluation Phase 1.** The Committee will rank proposals based on the stated summarized Weighted Criteria. The method of the Award will be based on a quantitative appraisal rating and ranking of responsiveness to this solicitation’s



criteria, based on available point totals for each evaluation criterion. The Committee will evaluate and rank responsive proposals on the evaluation criteria listed below. Voting will be non-adjectival scoring.

EVALUATION PHASE I: DESCRIPTION	WEIGHT
<p>The Procurement Officer will review the proposals and ensure that the Proposer is a “Responsible Vendor” who has proved to meet the minimum required qualifications and a “Responsive Vendor,” who has submitted all requested information and has submitted the Proposal in the required order to enable an efficient evaluation of like proposals to include all required signatures and responses.</p> <p><b>TAB 1. CONTACT INFORMATION &amp; CERTIFICATION:</b> Filled in and signed.</p> <p><b>TAB 2. GENERAL TERMS AND CONDITIONS:</b> Signed by the Proposer.</p> <p><b>TAB 3. PROPOSER INSTRUCTIONS:</b> Signed by the Proposer.</p>	Pass/Fail
<p><b>TAB 4. SCOPE OF SERVICES.</b> The Proposer agrees to provide the commodities and contractual services by signing this section.</p> <p>This section shall provide HCPS with information regarding the Proposer’s understanding of the required scope of work (tasks and service levels) and their ability to provide deliverables within the required timeframe, and (if applicable) submit an optimal timeline with milestone payment information for the completion of deliverables and provide optimal customer service.</p> <ul style="list-style-type: none"> <li>- acknowledge agreement with the specific requirements of the items in the Scope of Services Section; and</li> <li>- provide reports or samples, if requested; and</li> <li>- indicate any exceptions to the scope of services or provide an alternative solution for HCPS to consider.</li> </ul>	15
<p><b>TAB 5. QUALIFICATIONS AND EXPERIENCE.</b> The Proposer proves they meet the minimum requirements.</p> <p><b>Cover Letter.</b> Provide a summary of the Proposer’s qualifications including related skills and market strengths. If applicable, include subcontractors’ qualifications. Provide information regarding past working relationships on similar projects. Additionally, the cover letter should identify and provide the Proposer’s:</p> <ul style="list-style-type: none"> <li>• interest and ability to perform the requirements of this solicitation; and</li> <li>• principles and key personnel and provide biographical information pertaining to their backgrounds, expertise, and job descriptions. Also, provide a staffing plan (including key personnel, number of dedicated team members, and team members’ professional qualifications); and</li> <li>• signature by an authorized representative who may legally bind the Proposer to the statements provided in the proposal.</li> </ul>	20
<p><b>Minimum Qualifications.</b> The Proposal must include proof that the Proposer meets the minimum qualifications. The inability to meet the minimum qualifications shall serve as sufficient cause for HCPS to not evaluate the Proposal. The Proposer must prove the validity of the stated documents to be in effect at the time of the Proposal's due date.</p>	5
<p><b>Reference Forms (Filled in by Referenced Customer).</b> The Proposer must provide a minimum of three (3) of their largest clients or completed projects (filled in). Preferably within the previous three (3) years. HCPS may contact these references during the evaluation process and may utilize other references’ information to predict the Proposer's capability. Negative references, in HCPS’ sole discretion, may be cause for disqualification of the proposal or may affect the ranking.</p>	5
<p><b>TAB 6. REQUIRED FORMS.</b> All Documents are filled in and signed.</p>	Pass/Fail

<b>Supplier Qualifications and Supplier Information (Attachment A / Exhibits A-I)Suppliers are required to meet specific qualifications for national cooperative program consideration.</b>	<b>30</b>
<b>TAB 7. COST/BEST VALUE.</b> Prices and rates are provided for the requested commodities and contractual services.  The price Proposal shall be evaluated to determine the overall best value.	<b>25</b>
<b>TAB 8. PROOF OF INSURANCE.</b> The Proposer must provide proof of insurance. Also, upon award, at its own expense, the Contractor must always maintain an insurance policy in effect during the performance of the Award.	<b>Pass/Fail</b>
<b>TAB 9. SUBSTITUTE W-9 (SEPARATE DOCUMENT).</b> Filled in and signed.  The signed document was submitted with the Proposal.	<b>Pass/Fail</b>

**3.4.4 Evaluation Phase 2 (Optional).** A short list of Proposers may be invited to provide Phase 2 presentations or provide answers to additional questions (via written, virtual/online, or phone means). For presentations, the proposers are encouraged to provide a multi-media presentation to include, but not limited to, additional discounts, answers to provided questions, question and answer session, and a summary of its capabilities and industry advantages within the HCPS-allotted time. Each Proposer shall be allotted the same amount of presentation time. Upon completion of this phase, the Committee will re-evaluate, re-rate, and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation or answers to questions and the best and final offer.

**3.4.5 Evaluation Phase 3 (If necessary).** The Committee may hold a phase 3 meeting to further discuss the best and final offer and any negotiated terms and conditions. Upon completion of this phase, the Committee will re-evaluate, re-rate, and re-rank the proposals remaining in consideration based on already provided and new information.

**3.4.6 Negotiations.** Procurement Services may negotiate the proposed terms, conditions, and rates with the highest-ranked Proposer(s) before submittal to the School Board. HCPS may seek to reach acceptable terms with any Proposer or terminate discussions as it deems to be in its best interest. HCPS may continue the process until it reaches an agreement or until the termination of the process. For Single Negotiations, HCPS negotiates with the top-ranked Proposer. For concurrent negotiations, HCPS negotiates simultaneously with two or more top-ranked proposers after Phase 1. Unless terminated by HCPS, negotiations may continue simultaneously until a 'best and final offer' is reached resulting in a satisfactory agreement.

**3.4.7 Tie Proposals.** Tied proposals that are identical in the Evaluation Committee scoring and meet all the requirements and criteria outlined in the competitive solicitation. If this should occur with the highest-ranked Proposals, priority for the award shall be given to vendors in the following sequence:

- A business that certifies that it has implemented a drug-free workplace.
- Office of Supplier Diversity certified small business vendor.
- Small/business certified by a governmental entity in Hillsborough County.
- Small/business certified by a governmental entity in the Tampa Bay area.
- Florida-certified small/business.
- Business located in Hillsborough County.
- Businesses receive the larger dollar award on other items within the bid.
- Business located in Florida.
- A flip of a coin.

### **3.5 AWARD**

**3.5.1 Award by Group, Category, Area, or Item.** As deemed to be in its best interest, HCPS reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and on an HCPS-wide basis with one or more proposals; to reject any or all offers or waive any irregularity or technicality in the received proposals. The Proposer is cautioned to make no assumptions unless their proposal has been evaluated as

being responsive. Any or all Awards made via this solicitation shall conform to applicable HCPS, State of Florida, and Federal rules, regulations, and laws.

**3.5.2 No Award.** HCPS shall have the authority to reject any or all proposals submitted in response to this competitive solicitation and request new proposals or purchase the required commodities and services in any other manner authorized under Rule 6A-1.012, F.A.C.

**3.5.3 Rejection of All Proposals.** Per §§ 119.07(1), F.S., and 24(a), Article I of the State Constitution, HCPS may reject Proposals submitted in response to this competitive solicitation and shall remain exempt from §§ 119.07(1), F.S., and 24(a), Article I of the State Constitution, until HCPS provides notice of an intended decision concerning the reissued solicitation or until HCPS withdraws the reissued solicitation, not to exceed twelve (12) months from the date of the Notice of Rejection.

**3.5.4 Contract.** The provisions of the awarded proposal are deemed acceptable by HCPS, and a best and final offer shall be incorporated as the award and become legally binding.

**3.5.5 Additional Awardees.** HCPS reserves the right to award additional vendors throughout the term of the Award to ensure HCPS' needs are met.

**3.5.6 Notice of Intent to Award/Rejection.** HCPS will post a Notice of Intent to Award/Rejection to enter one or more contracts with the Proposer(s) identified therein, via VendorLink.

**3.5.7 No Contract Until Execution.** A notice of intent to award under this solicitation shall not constitute or form any contract between HCPS and the Proposer. No contract is formed until there is a mutually signed Agreement or HCPS provides a purchase order.

**3.5.8 Committee Tabulation.** The Committee's tabulation will be posted via VendorLink. Tabulation of proposal selections may also be viewed via the School Board's Meeting Agenda and Minutes web page <https://www.hillsboroughschools.org/domain/282> and choose "Online Agendas."

### **3.6 PROTEST**

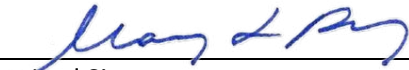
A Proposer who wishes to file a protest must file a notice and follow procedures prescribed by § 120.57(3), F.S., for resolution. For bids solicited by Procurement Services, the notice must be filed with the General Manager of Procurement Services. Any person who files an action protesting a decision or intended decision concerning a Proposal under § 120.57(3)(b), F.S., shall post, at the time of filing the formal written protest, a bond payable to the Board for \$5,000 or three (3%) percent of the estimated value of the contract, whichever is greater, conditioned upon payment of all costs and fees which may be adjudged against the protestor in the administrative hearing. If at the hearing the Board prevails, it shall recover all costs excluding attorney's fees from the protestor; if the protestor prevails, the protestor shall recover from the Board all costs excluding attorney's fees.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed in § 120.57(3), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.

**3.6.1 Purchase Order.** Award by the Board shall not constitute an order. The Contractor must receive an HCPS purchase order before the provision of any product or service. Shipments shall be as specified on the purchase order, conforming to the proposal form, specifications, and general instructions.

### **ACKNOWLEDGEMENT SIGNATURE**

THE BELOW SIGNATURE ACKNOWLEDGES THAT THE PROPOSER HAS READ THIS SECTION BEFORE SUBMITTING A PROPOSAL AND IS READY, WILLING, AND ABLE TO FULFILL THE APPLICABLE OBLIGATIONS PER THE STATED REQUIREMENTS AND IS SUBMITTING A PROPOSAL WITHOUT COLLUSION WITH ANY OTHER INDIVIDUAL OR FIRM.

  
Authorized Signature

Mary Pelfrey  
Print Name

Vice President  
Title

03/16/2024  
Date

**TAB 4. SCOPE OF SERVICES**

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## TAB 4. SCOPE OF SERVICES

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This section identifies the desired levels of performance by HCPS. Proposers are instructed to indicate a response to all service requirements and specifications contained in this Section in the order listed using the same numbering system. The inability or denial expressed in a proposal, or omission in the proposal, to offer to comply/conform with the technical requirements of this Section may result in deductions in the allocation of points by the Evaluation Committee

HCPS may order changes in the required commodities and contractual services consisting of additions, deletions, or other revisions within the general scope of the solicitation. Unless accepted by a mutually signed written amendment, The Contractor may make no changes related to the scope of services, amount of compensation, or any other adjustments to the Agreement. If the Contractor believes that a commodity or contractual service is not within the scope of services of the Award, is a material change, or will otherwise require additional compensation to the Contractor, the Contractor must immediately notify the General Manager of Procurement Services in writing of this belief. If the General Manager of Procurement Services agrees that the commodity or contractual service is within the scope of the award, as written, the Contractor shall continue providing the commodities or contractual services as changed and at the cost stated for the product or service within the scope. The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. The General Manager of Procurement Services reserves the right to negotiate with the Contractor without completing the competitive bidding process for commodities and contractual services like those specified within the solicitation for which requirements were unknown upon release of the solicitation.

### 4.1 AWARD TERM

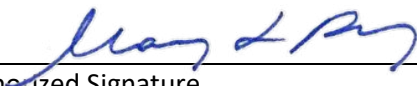
The awarded initial term will be for a 5-year period (HCPS reserves the right to extend the initial term to expire at the end of the anniversary month) with an option to renew for up to five (5) additional one (1)-year period(s) as appropriations allow in the budget. Renewals shall be based on the Awarded Vendor(s)' performance and mutual agreement between HCPS and the Awarded Vendor(s) to provide the identical services required under the Award as outlined in the Scope of Services and maintain the same scope, terms, and conditions as outlined herein. All renewals should be in writing at least sixty {60} days before the termination of the current Award period.

**4.1.1 Temporary Renewal.** If HCPS needs to extend the Agreement beyond the stated renewal periods, HCPS and the Contractor may agree to renew the Agreement for a period not to exceed 180 days.

**4.1.2 Price/Rate Provision.** All pricing shall be quoted FOB inside delivery to the requesting location. It is expected that the prices submitted shall remain firm for the contracted term or as mutually agreed renewal period (if any). However, fluctuating market conditions may affect the ability of the Awarded Vendor(s) to maintain the original prices. Therefore, the Awarded Vendor(s) may request a price adjustment based on verifiable changes in the market prior to the end of the initial term or each renewal period to be valid for the upcoming renewal period. This price adjustment is subject to approval by HCPS. All requests for price adjustments must be submitted in writing to HCPS Procurement Services, with substantial documentation, including but not limited to, applicable market indexes for the product/service affected, Consumer Price Index (CPI) published by the U.S. Department of Labor, and any other documentation supporting the request for price adjustment. The price adjustment shall not exceed the price index as reported by the Department of Labor. HCPS will review all requests for price adjustments and reserves the right to reject or modify all requests as deemed to be in the best interest of HCPS with appropriate documentation provided to the Awarded Vendor(s). If mutually agreed, the price adjustment(s) shall be valid for the next contract and/or renewal period unless the adjustment period is otherwise stated and approved by HCPS Procurement Services. The Awarded Vendor(s) who are granted price adjustments must make these price adjustments valid for the contract renewal period. Price adjustments shall be subject to audit as to the validity/accuracy at any time by HCPS.

ACKNOWLEDGEMENT SIGNATURE

THE BELOW SIGNATURE ACKNOWLEDGES THAT THE PROPOSER HAS READ THIS SECTION BEFORE SUBMITTING A PROPOSAL AND IS READY, WILLING, AND ABLE TO FULFILL THE APPLICABLE OBLIGATIONS PER THE STATED REQUIREMENTS AND IS SUBMITTING A PROPOSAL WITHOUT COLLUSION WITH ANY OTHER INDIVIDUAL OR FIRM.

X   
\_\_\_\_\_  
Authorized Signature

Vice President  
\_\_\_\_\_  
Title

Mary Pelfrey  
\_\_\_\_\_  
Print Name

May 22, 2024  
\_\_\_\_\_  
Date

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**PLEASE SEE ADDITIONAL CLARIFICATIONS TO TAB 4 SCOPE OF SERVICES FOLLOWING THE SIGNATURE PAGE.**

## TAB 4 SCOPE OF SERVICES RESPONSE

### 4.1 Award Term

Safeware acknowledges and agrees to the initial five-year term, with the possibility of extending to the end of the anniversary month. We are also committed to the option of up to five additional one-year renewals, subject to budget appropriations and mutual agreement based on our performance. We agree that all renewals will be documented in writing at least sixty (60) days before the end of the current award period.

#### 4.1.1 Temporary Renewal

We acknowledge and agree to the temporary renewal provision as stated. If HCPS requires an extension beyond the stated renewal periods, Safeware is prepared to agree to renew the Agreement for a period not exceeding 180 days. We are committed to ensuring continuity of services during any temporary extension and will work closely with HCPS to facilitate a smooth transition.

#### 4.1.2 Price/Rate Provision

Safeware is dedicated to meeting the ever-changing needs of our customers in the public safety and emergency response scope of products, services, and solutions. Technological shifts as well as local, national and world events result in new needs and solutions. Safeware is committed to expanding the contract offerings within the defined Scope of Services as outlined in Section 1.2 General Definition of Products and/or Service in the RFP. We embrace the need to add new equipment, products, and services, including collaborating with new manufacturers and service providers on a contract of this size and scope. Our organization's agility and commitment to innovation ensure that the contract will evolve to meet these changing needs of public agencies, providing our customers with a dynamic and comprehensive range of solutions.

Safeware commits to maintaining the contract product and service catalog, including the fixed percentage discount pricing in Attachment B throughout the life of the contract, ensuring transparency and accuracy. Our suppliers are constantly updating their product lines to provide our public safety customers with the newest technologies, items, and services to keep them safe.

Because of this ongoing innovation, Safeware in turn is constantly updating our catalog based on new manufacturer relationships and updating price files with additional products, removing outdated and discontinued products, and editing product part numbers and descriptions. In view of to the vast number of product lines and SKUs included in the scope of this contract, such



changes are expected to take place daily, so Safeware proposes the following Product and Pricing Change Protocol:

- » Safeware will offer a fixed discount percentage for the life of the contract.
- » Safeware's Contract Pricing will be available online for each of our suppliers. The posted price lists will demonstrate the current contract pricing, which will be updated in real time as needed.
- » Once per quarter, Safeware will provide Hillsborough County Public Schools with an updated Contract Supplier List, along with a list of price files that have been updated in the previous three months. Upon request, we will provide copies of the updated price lists (which can also be found online) as well as details to justify the changes.

#### 4.1.3 Shipping Details

All pricing will be quoted FOB destination and to the requesting location. FOB inside delivery to the requesting location is also available but must be communicated in advance at the time of product request.

Standard ground shipping to the contiguous United States (lower 48) will be included in the pricing. This includes UPS Ground, FedEx Ground and LTL Economy shipments.

Any expedited, over-night, courier, and any other nonstandard ground shipping deliveries will be billed to the customer. Additionally, any auxiliary services will be billed. These include fees such as HazMat, Liftgate, Limited Access, Appointment, Extra Insurance, etc.

Safeware also provides Technical Services to items sold through the contract. When customer owned equipment is sent to Safeware for maintenance and repair, the customer will be responsible for those shipping costs. Safeware will return the items freight paid under the provisions above.

#### 4.1.4 How Participating Public Agencies Can Verify They are Receiving Contract Pricing

Safeware understands that not all public agencies operate the same way and offers multiple methods to verify contract pricing. Customers may request access to our website's password protected contract section to unlock some of these pricing verification methods.

- » Safeware pricing is published in PDF Price Lists, broken out by the manufacturer. Customers may request a copy of the applicable Safeware price file from their sales or customer

success representative via email OR download a PDF copy of the price file from our website's password protected section.

- » A direct link to our file-sharing website can also be shared upon request so customers can access the latest price files without logging into our website.
- » The Safeware website offers a Searchable Database of the items in our Catalog showing catalog price, contract discount, and the net contract price.

Exception: Please note that due to national security concerns, certain security sensitive product price lists will not be available online and will be provided upon request.

- » Customers may request to see Safeware's catalog price and contract discount printed on their quotes.
- » Some customers also prefer to place orders directly through our website or via a punchout site. If a customer chooses this method, we can set them up with an online account, and once signed in, the price shown on the website would be the contract price.

#### 4.2 Safeware, Inc. Products and Services Offering

Safeware offers products and solutions that meet the requirements of all 22 categories in Section 1.2, General Definition of Products and/or Services of the RFP. Our offering is outlined in Attachment A, Safeware, Inc. Products and Services Offering. But we do more than simply provide products – we offer an entire spectrum of capability. When a public agency has a specific need or requirement, whether it's a product or service, we have the capacity to source and fulfill those needs in a timely fashion for every category. The information in Attachment A is intended to provide you with the confidence that we have the depth of knowledge no matter what the customer circumstance may be.

As a summary, Safeware offers the following:

- » Comprehensive offering of products, services, and solutions for all 22 categories in Section 1, Summary & Scope of National Cooperative
- » Sourcing products for customers.
- » Accessories for any products offered.
- » Kitting – Assembly of individual items ordered under the contract by a customer and packaged to their specifications for shipment as a kit for users.

- » Services
  - » Training Services
  - » Installation, maintenance, repair of certain products
  - » Consulting
  - » Leasing/Financing
  - » Garment Services
  - » Trade-Ins

**TAB 5. QUALIFICATIONS AND EXPERIENCE**

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**TAB 5. QUALIFICATIONS AND EXPERIENCE**

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**5.1 COVER LETTER**

Provide a summary of the Proposer’s qualifications including related skills and market strengths. If applicable, include subcontractors’ qualifications. Provide information regarding past working relationships on similar projects. Additionally, the cover letter should identify and provide the Proposers:

- interest and ability to perform the requirements of this solicitation; and
- principles and key personnel and provide biographical information pertaining to their backgrounds, expertise, and job descriptions. Also, provide a staffing plan (including key personnel, number of dedicated team members, and team members’ professional qualifications); and
- signature by an authorized representative who may legally bind the Proposer to the statements provided in the proposal.

**5.2 MINIMUM QUALIFICATIONS**

Please read carefully: The Proposal must include proof that the Proposer meets the following minimum qualifications. The inability to meet the minimum qualifications shall serve as sufficient cause for HCPS to not evaluate the proposal. The Proposer must prove the validity of the stated documents to be in effect at the time of the proposal's due date. Below, respond as to whether you meet the following minimum requirements. You must explain each exception.

**5.2.1 Experience.** The Proposer must have one (1) year of experience in the provision of the required commodities and contractual services. All assigned personnel must be in possession of all industry-required degrees, permits, and licenses.

- Agreed  
 Exception

**5.2.2 Authorization To Do Business in The State of Florida.** Unless the Contractor is solely having commodities shipped to HCPS, Foreign corporations, and foreign limited partnerships must provide proof of authorization to do business in the State of Florida. Domestic corporations must be active and in good standing in the state of Florida. Proposer must provide proof of registration on [www.sunbiz.org](http://www.sunbiz.org) unless a Contractor will solely provide commodities via mail.

- Agreed  
 Exception

**5.2.3 E-Verify.** Per § 448.095, F.S., all employers within the state shall use the U.S. Agency of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of the Agreement. The Contractor shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement. The Contractor must provide evidence of compliance with § 448.095, F.S. Evidence may consist of, but is not limited to, providing notice of the Contractor’s E-Verify number. Failure to comply with this provision is a material breach of the Agreement and HCPS may choose to terminate the Agreement, at its sole discretion. The Contractor may be liable for all costs associated with HCPS securing the same services, inclusive, but not limited to, higher costs for the same services and bidding costs (if necessary).

- E-Verify #: 266817
- Agreed  
 Exception  
 Does not employ State of Florida workers.

**5.2.4 Subcontractors.** The Contractor shall serve as a prime contractor and shall be responsible for all actions taken by its subcontractors and shall bear all liability for the subcontractors' action under the Award. HCPS must pre-approve each subcontractor and must follow all the Contractor's requirements herein. All Contractor's requirements and references to Contractor herein shall apply to all HCPS-approved subcontractor(s). The subcontractor includes any organization whom the Contractor utilizes for the provision of commodities and contractual services subject to the Award. The Contractor must notify HCPS for prior approval as to the use of or replacement of any subcontractor. If applicable, list all subcontractors:

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- Agreed
- Exception
- Not Applicable

**5.2.5 References:** Provide a minimum of three (3) of the organization's largest clients or completed projects (filled in). Include all requested information. Include only references within the previous three (3) years. HCPS may contact these references during the evaluation process and may utilize other references' information to predict the Proposer's capability. Negative references, in HCPS' sole discretion, may be cause for disqualification of the Proposer.

- Agreed
- Exception

**ACKNOWLEDGEMENT SIGNATURE**

THE BELOW SIGNATURE ACKNOWLEDGES THAT THE PROPOSER HAS READ THIS SECTION BEFORE SUBMITTING A PROPOSAL AND IS READY, WILLING, AND ABLE TO FULFILL THE APPLICABLE OBLIGATIONS PER THE STATED REQUIREMENTS AND IS SUBMITTING A PROPOSAL WITHOUT COLLUSION WITH ANY OTHER INDIVIDUAL OR FIRM.

X   
\_\_\_\_\_

Vice President  
\_\_\_\_\_

Mary Pelfrey  
\_\_\_\_\_

05/28/2024  
\_\_\_\_\_



June 10, 2024

Erika James, Sr. Procurement Officer  
Hillsborough County Public Schools Procurement Services  
901 East Kennedy Blvd.  
Tampa, FL 33602-3507

Dear Erika,

We are excited to respond to Hillsborough County Public Schools' Request for Proposal for Public Safety and Emergency Preparedness Equipment, related Products, and Services. Safeware, a recognized leader in protective safety equipment and emergency response, was founded with a commitment to providing innovative safety solutions.

Safeware is deeply committed to enhancing school safety in response to the concerning incidents at K-12 schools nationwide. We are proud to partner with GovMVMT, proven experts in this domain, as well as Hillsborough County Public Schools, leaders in the K-12 and public sector, to address the evolving needs of public education effectively.

We are actively involved in all the categories outlined in the RFP, demonstrating our commitment to supporting the most critical needs of K-12 programs and local and state government entities. With 90% of our sales dedicated to serving state and local government sectors, our established market leadership is a testament to our exceptional relationships with manufacturers in these fields. We welcome the opportunity to collaborate with HCPS and GovMVMT to bring our proven expertise to the outlined contract.

Safeware has consistently maintained strong working relationships with numerous public agencies. During the 9/11 attacks, we provided immediate logistical and material support at Ground Zero and the Pentagon, setting a precedent for our emergency response capabilities. We have also assisted in major disasters such as Hurricane Katrina, where we delivered critical supplies to FEMA and MEMA, and Hurricane Sandy, fulfilling urgent requests for water rescue gear within 24 hours. Our role in the Ebola and Zika virus crises involved rapid distribution of PPE and emergency supplies, demonstrating our ability to respond to public health emergencies. In the COVID-19 pandemic, we were instrumental in supplying thermometers, gloves, and respirators nationwide. Our track record includes responding to civil unrest in 2020, the Piney Point crisis, and the Surfside Condominium Collapse in 2021, showcasing our dedication to supporting public agencies in diverse and challenging situations.

Our team comprises seasoned professionals with extensive expertise in the safety and emergency response sectors.

Key personnel for this contract include:

**Daric Simons, President & CEO:** With over 20 years in the industry, Daric is an experienced executive with a demonstrated history in the public safety industry. He is skilled in eCommerce, Marketing, Management, and Sales.

**Rick Bond, VP Sales and Marketing, National Account Manager:** Rick brings over 30 years of experience working with State and Local governments on a national basis to meet their public safety and emergency preparedness requirements and immediate response needs in times of disaster.

4403 Forbes Blvd. Lanham, MD 20706 Phone: 800-331-6707 Fax: 301-683-1200

[www.safewareinc.com](http://www.safewareinc.com)



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**Mary Pelfrey, VP Government Contracts:** With 30 years of experience working with public entities and government contracts, Mary is skilled in reporting and contractual requirements.

With over 30 Sales Representatives and 40 Customer Success Team members spread across the United States, Safeware has you covered. In addition to the support from our sales team, we have strong leadership company-wide with the expertise to fully support the commitment to this contract.

Key operational roles include:

**Tommy Nairn, VP Operations:** Responsible for all warehouse operations, shipping, and purchasing activities, ensuring logistical needs are met for the contract.

**Derek Glunz, CFO, and Jeannette Roscoe, VP Accounting:** Lead our experienced Accounting and Finance team, ensuring compliance with customer billing and reporting requirements.

**Angie Austin, Senior Director of Customer Success:** A team builder with a relentless drive to deliver exceptional customer service.

**Jeff Anger, VP IT:** With 30 years of experience, Jeff supports rapid organizational growth through innovative technologies and data analysis.

**Jason Stallings, Director of Marketing:** Supports sales with collateral material, online website, eCommerce, and other services.

Safeware's skills in innovative safety solutions uniquely position us to offer both time and cost savings in crucial and time-sensitive procurements required by local and state governments. We understand the mission-critical nature of the purchases outlined in this RFP and are confident in our ability to deliver optimal solutions that meet and exceed your expectations.

We look forward to discussing how Safeware can contribute to the success of Hillsborough County Public Schools' Public Safety and Emergency Preparedness initiatives and those of other Participating Public Agencies.

Thank you for considering our proposal. We are available for any further information or clarification.

Sincerely,

Rick Bond  
Vice President Sales & Marketing



## Qualifications and Experience

### Public Safety Market Experience.

Safeware is a unique supplier in the public safety and emergency preparedness market. The public safety channel was established based on a fragmented network of independent dealers. This dealer network was designed to accommodate many customer departments, some of them volunteers, which represented a fragmented and difficult to reach customer base requiring highly specialized products. The dealer channel was established so that a vast network of very small, independent dealers would cover this large quantity of small departments in a specified region. The manufacturers could not directly reach these end-users, so they focused on the larger departments and drew that business through the local dealer who carried the same products to the locals in the area. This traditional market has served the public safety and emergency management market for many years, and many quality small distributors continue to serve these local markets.

Safeware has brought a national presence to the public safety and emergency preparedness market. Our market focus has flourished around the users in the departments who are historically underserved with growth centered around HAZMAT and Rescue and Dive equipment, for example. We have been market leaders in providing ballistic protection in fire teams and providing timely response innovations such as tourniquets, plates, and carriers for Police and Fire, fentanyl response, and pandemic/virus supplies, to name a few.

Safeware has a market focus in the US's largest cities, and we provide personal, hands-on service in these markets with local representation. Over the past ten plus years, our efforts to create a national footprint with local service representation have resulted in a unique approach to this market.

Today, we are considered a market leader and are nationally recognized across every category outlined in the RFP. Safeware maintains a formidable position as either the number one or number two contender in overall U.S. national market share for more than a third of the categories.

Excluding companies who are in the uniform and fire and police vehicle markets, Safeware is the largest distributor of public safety and emergency preparedness products in the U.S. Moreover, we are the only public safety distributor that covers the fire and police market across all 50 states.

Experience with Emergency Preparedness and Response.

Safeware sales are approximately 90% to the government sector, with most of those sales in State and Local governments. We have years of experience working with numerous public agencies to meet their daily needs [REDACTED]. Additionally, we have a deep understanding of cooperative purchasing and how this can provide best government pricing while streamlining the process for our customers to get the products and solutions they need.

We understand the intricate and immediate demands inherent in government responsiveness. Our familiarity with addressing diverse needs is reflected in our adaptability to various situations. In times of disaster, Safeware stands ready to assist agencies in their recovery efforts. Our commitment extends to being available 24/7, offering a range of products and solutions for swift supply delivery to agencies dealing with natural and homeland disasters, crises, pandemics, or any other emergent situations. The following instances illustrate our proactive mobilization during emergencies.

Below are just a few of the highlights from our years of emergency response experience focused on public agency response:

» 9/11 Attacks, 2001

Ground Zero – Safeware had personnel and material arriving on site on the evening of September 11, 2001. We set up logistical points outside of the hot zone and provided emergency products around the clock to fire and police customers. We overcame the minimal existing supply chain and set up a conference call with every major respiratory manufacturer in the US at the Mayor’s office in NYC resulting in the supply of truckloads of equipment arriving daily to meet critical needs.

Pentagon – We provided the lead agency, Arlington County, with emergency equipment and set up a support team for the response. We worked closely with the Fairfax County USAR Team, and were the only supplier authorized to ship products into the hot zone.

We learned much about emergency procurement and the constraints of government purchasers in an emergency. We have used this experience to help direct and advise their agencies in all other emergency situations since.

» Anthrax/Ricin Contamination Attacks, Washington, DC, 2001

While most of our business was Federal, we worked nights and weekends to provide emergency products to local responders inundated with white powder calls.

» Hurricane Katrina, 2005

Before the storm was nationwide news, Safeware received a call from Becky McKinney at Fairfax County alerting us to the severity of the disaster. We set up a logistical point in Columbus, MS where we were able to deliver truckloads of critical supplies such as hip waders, bottled water, propane, portable toilets and service, personal hygiene kits, flashlights, MREs, body bags, and even diapers and baby food which the Federal government could not provide.

We were a key supplier to FEMA and MEMA during the days following the devastation in Mississippi and Louisiana, where we continued to earn a national reputation as a premier emergency response distributor.

» Hurricane Sandy, 2012

Many areas drew from existing caches of equipment and used Safeware to replenish their stock. The supply chain was largely in place, and we assisted with fewer emergency purchases and more contract and credit card buys. We received a requirement from FDNY for 55 complete sets of water rescue gear which were fulfilled and delivered in its entirety to the emergency logistics center in Queens within 24 hours.

» State of Michigan Flooding, August 2014

State employees from the State Emergency Operations Center were tasked with flood cleanup operations. Safeware was contacted after hours on a Saturday with an equipment list needed for clean-up. We sourced emergency shipments of the required kits and dispatched a truck to Michigan by Sunday morning. All purchases were made on the state contract. Local counties then used the same contract to purchase the same emergency equipment for their continued clean-up efforts.

» Ebola Crisis, 2015

Sent emergency supplies of PPE to customers all over the country, often next day air. Competitors had no inventory of DuPont suits, but due to our high annual volume of sales, we were able to source and supply our customers.

» Zika Virus, 2016

Miami Dade County procured emergency supplies such as insect repellent, wipes, and sprays to protect employees and the public.

» Hurricane Season, 2017

Emergency supplies from all sorts of manufacturers were being reserved for Federal Response. Utilizing our widespread supply chain, we were able to source items for local responders, and coordinate shipping to hard to access areas.

» Corona Virus, 2020

Many customers, including the top public procurement officials from many States, Counties, and Cities nationally, contacted Safeware evenings and weekends, as well as after hours. The February 2020 edition of Supply Chain World outlines the efforts of Safeware, among other suppliers, in meeting the continual and after-hours needs of one customer, Anne Arundel County, MD. After hours calls at Safeware are not just a courtesy; We collaborate with our customers to achieve immediate results in a time of crisis. Our warehouse shipped thermometers, gloves, and respirators to customers across the United States, working nights and weekends as the workload and urgency demanded.

» Civil Unrest, 2020

Just as the demand for pandemic supplies was over the initial peak, Safeware began receiving calls from law enforcement customers across the country. There was a massive demand for personal protective gear for the police, who were protecting the public during these times of social conflict. Besides providing respirators, helmets, and suits, Safeware was instrumental in sourcing safety eyewear with infrared protection. Officers were being assaulted with lasers in their eyes during the protests. On the weekend of May 30, 2020, Safeware worked throughout the weekend, supporting our customers. Truckloads of protective gear were picked up and delivered to Safeware customers.

» Piney Point, 2021

Safeware showcased its emergency response proficiency during the Piney Point crisis near Tampa, Florida. Responding to a reservoir leak with the potential for significant environmental impact, we collaborated with the Florida Department of

Environmental Protection (FDEP) and the Florida Division of Emergency Management (FDEM). Governor's declaration of a State of Emergency triggered our rapid actions, securing and delivering chlorine, a critical resource, from manufacturing facilities across the Southeast. Our swift logistical operations, completed within hours, successfully mitigated the immediate threat, and exemplify Safeware's dedication to effective emergency response, a commitment we bring to the proposed contract.

» Surfside Condominium Collapse, 2021

Air quality for rescue workers was potentially unsafe in the collapse. We were contacted by our customers who could not get gas detection equipment to work. Safeware dispatched a sales representative and our manufacturer partner who brought parts and completed the necessary repairs free of charge.

» Hurricane Ian, 2022

In the aftermath of Hurricane Ian, we worked closely with the Florida Division of Emergency Management (FDEM) to swiftly replenish equipment for all Urban Search and Rescue (USAR) Teams across Florida. Our engagement covered critical categories such as Water Rescue, Technical Rescue, Hazmat, Medical, Logistics, Planning, Canine, and Communication. At the local level, we supported response teams addressing Hurricane Ian by providing timely replacements for a diverse range of equipment, from uniforms and boots to specialized gear like dry suits, PPE, tools, and communication equipment. This hands-on experience reflects Safeware's dedication to efficiently supporting public agencies during emergency situations.

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Experience with public agencies in the use of Federal Funds specifically compliance with Federal Uniform Guidance (2 CFR § 200), FEMA Guidelines and other Federal funding agency requirements.

Safeware processed more than \$100 million in federally funded purchases by State and Local agencies in 2023 which means more than a third of our business involved the use of federal funds.

We possess extensive expertise in adhering to the guidelines outlined in 2 CFR § 200, which govern the expenditure of federal funds. NFE (Non-Federal entities, Cities, Counties, and States) are mandated to formulate a local policy that undergoes scrutiny and audit to ensure alignment with the specified standards. This policy serves as the foundation for assessment by an external federal partner engaged in a cooperative agreement with the NFE.

Furthermore, it is crucial to note that each federal agency issues distinct guidelines for their respective grant recipients. Consequently, the spending directives for each grant differ, contingent upon the administering federal agency. Additionally, these guidelines undergo alterations based on the policies developed by State and Local agencies. While municipalities may employ an overarching policy for all federally funded purchases, other NFEs are obligated to create a specific local policy addressing 2 CFR § 200.

These policies are expected to be in harmony with both State and Local laws and 2 CFR § 200 317-200.326. This necessitates Safeware's understanding of the individual policies governing each customer's expenditure of federal funds, demanding strict compliance with these diverse policies.

2 CFR § 200 318 encompasses provisions addressing conflicts of interest among individuals administering federal award programs. These conflicts extend to situations involving the granting of awards to family members and the explicit prohibition of receiving gifts or gratuities from awardees. It is imperative to establish oversight mechanisms to guarantee adherence to these guidelines and implement policies that explicitly forbid any form of corruption in the procurement processes of NFEs. Striving to eliminate even the perception of bias is a fundamental aspect of these measures.

Safeware acknowledges these guidelines and is committed to taking responsible and proactive measures to ensure full compliance with the specified requirements.

All procurement processes are mandated to adhere to the principle of "full and open competition." Safeware is positioned to provide products available under contracts resulting from such competitions, including the contract for which this response is being submitted.

Notably, according to the federal guidelines outlined in 2 CFR § 200, geographical restrictions are expressly prohibited on any contract.

Furthermore, 2 CFR § 200 326 stipulates specific provisions that must be incorporated into any contract awarded by an NFE. These provisions encompass remedies for contractor noncompliance and nonperformance, termination clauses, compliance with Equal Employment Opportunity, adherence to the Davis Bacon Act, compliance with the Contract Work Hours and Safety Standards Act, recognition of Rights to Inventions, compliance with the Clean Air Act, observance of the Byrd Anti-Lobbying regulations, and adherence to Debarment and Suspension requirements.

Safeware affirms, as an integral part of our response to this solicitation, that we are compliant with the provisions and acts specified in 2 CFR § 200 326, ensuring a commitment to legal and regulatory adherence in all aspects of our contractual engagements.

We engage with customers daily to address their intricate needs and urgent timelines, especially considering grant deadlines. Across all departments within Safeware, our team is well-trained and highly attuned to the time sensitivity associated with grant deadlines. We collaborate seamlessly to ensure timely delivery of items to all customers.

Safeware harnesses its robust relationships with manufacturers to navigate and meet our customers' frequent tight deadlines, ensuring the timely arrival of products and completion of appropriate paperwork.

This has led to repeat large-scale purchases and reinforces our position as a reliable and preferred supplier for federally funded projects.

Authorization To Do Business in The State of Florida

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**2024 FOREIGN PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# F03000003260

Entity Name: SAFEWARE, INC.

**Current Principal Place of Business:**

4403 FORBES BLVD  
LANHAM, MD 20706

**Current Mailing Address:**

4403 FORBES BLVD  
LANHAM, MD 20706 US

**FILED**  
**Apr 30, 2024**  
**Secretary of State**  
**2749982447CC**

**Certificate of Status Desired: No**

**Name and Address of Current Registered Agent:**

INCORP SERVICES, INC.  
3458 LAKESHORE DRIVE  
TALLAHASSEE, FL 32312 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**Officer/Director Detail :**

Title CHAIRMAN, DIRECTOR  
Name SIMONS, EDWARD A.  
Address [REDACTED]  
City-State-Zip: [REDACTED]

Title TREASURER, DIRECTOR  
Name GLUNZ , DEREK  
Address [REDACTED]  
City-State-Zip: [REDACTED]

Title DIRECTOR  
Name LEE, L. COURTLAND  
Address [REDACTED]  
City-State-Zip: [REDACTED]

Title DIRECTOR  
Name SIMONS, HILARY  
Address [REDACTED]  
City-State-Zip: [REDACTED]

Title PRESIDENT, DIRECTOR  
Name SIMONS, M. DARIC  
Address [REDACTED]  
City-State-Zip: MILLERSVILLE MD 21108

Title SECRETARY  
Name PELFREY, MARY  
Address [REDACTED]  
City-State-Zip: [REDACTED]

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE: DEREK GLUNZ**

**TREASURER**

**04/30/2024**

\_\_\_\_\_  
Electronic Signature of Signing Officer/Director Detail

\_\_\_\_\_  
Date

5.3.1 **Business Reference Form (#1).** In response to this Hillsborough County Public Schools' competitive solicitation, 24101-RFP-DST: Public Safety and Emergency Preparedness Equipment, and Related Products and Services, the proposer (Proposer Name):

SafeWare states that have provided similar commodities and services to your firm. Please respond as to the quality of the provided commodities and services. Return this form as soon as possible to the firm for Proposal submission. The filled-in references are due with their Proposal.

[Redacted]  
Referenced Firm's Name

[Redacted]  
Address

[Redacted]  
Contact Person

[Redacted] [Redacted]  
Email Address Phone Number

Yes  No: Would you use this contractor again?  
 Yes  No: May we contact you with additional questions?  
Total Dollar Amount of Contract: [Redacted]

Performance Rating: Excellent = 4, Good = 3, Fair = 2, Poor= 1, or N/A

DESCRIPTION OF PERFORMANCE	RATING
<b>Overall Technical Performance.</b> The vendor's technical performance.	4
<b>Partnership.</b> The vendor's ability and attention to the quality of outcomes.	4
<b>Responsiveness.</b> The vendor's ability to follow instructions, handle complaints and communicate with the customer's staff.	4
<b>Efficiency.</b> The vendor's overall effectiveness in planning, scheduling, monitoring, and problem-solving.	4
<b>Uniformity of Commodities/Service Reliability.</b> The vendor's timely delivery and uniform quality of provided commodities and services.	4
<b>Key Personnel/Management.</b> The vendor's ability to provide quality personnel and project oversight.	4
<b>Overall Experience.</b> Overall customer experience.	4

Additional Comments.  
Safeware is not only a vendor, but a trusted partner and advisor, always willing to help solve any problems.  
   
   
 

X [Redacted] 5/30/24  
Signature Date

**5.3.2 Business Reference Form (#2).** In response to this Hillsborough County Public Schools' competitive solicitation, 24101-RFP-DST: Public Safety and Emergency Preparedness Equipment, and Related Products and Services, the proposer (Proposer Name):

\_\_\_\_\_ states that have provided similar commodities and services to your firm. Please respond as to the quality of the provided commodities and services. Return this form as soon as possible to the firm for Proposal submission. The filled-in references are due with their Proposal.

\_\_\_\_\_  
 Referenced Firm's Name

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Contact Person

\_\_\_\_\_  
 Email Address Phone Number

Yes  No: Would you use this contractor again?  
 Yes  No: May we contact you with additional questions?  
 Total Dollar Amount of Contract: \$ \_\_\_\_\_

Performance Rating: Excellent = 4, Good = 3, Fair = 2, Poor= 1, or N/A

DESCRIPTION OF PERFORMANCE	RATING
<b>Overall Technical Performance.</b> The vendor's technical performance.	4
<b>Partnership.</b> The vendor's ability and attention to the quality of outcomes.	4
<b>Responsiveness.</b> The vendor's ability to follow instructions, handle complaints and communicate with the customer's staff.	4
<b>Efficiency.</b> The vendor's overall effectiveness in planning, scheduling, monitoring, and problem-solving.	4
<b>Uniformity of Commodities/Service Reliability.</b> The vendor's timely delivery and uniform quality of provided commodities and services.	3
<b>Key Personnel/Management.</b> The vendor's ability to provide quality personnel and project oversight.	4
<b>Overall Experience.</b> Overall customer experience.	4

Additional Comments.

Safeware has been an excellent partner for the Department of Transportation. The company and staff go above and beyond to create a wonderful customer experience for all end-users within the agency.

\_\_\_\_\_  
 Signature 5/31/24  
Date

**5.3.3 Business Reference Form (#3).** In response to this Hillsborough County Public Schools' competitive solicitation, 24101-RFP-DST: Public Safety and Emergency Preparedness Equipment, and Related Products and Services, the proposer (Proposer Name):

\_\_\_\_\_ states that have provided similar commodities and services to your firm. Please respond as to the quality of the provided commodities and services. Return this form as soon as possible to the firm for Proposal submission. The filled-in references are due with their Proposal.

\_\_\_\_\_

Referenced Firm's Name

\_\_\_\_\_

Address

\_\_\_\_\_

Contact Person

\_\_\_\_\_

Email Address

\_\_\_\_\_

Phone Number

Yes  No: Would you use this contractor again?

Yes  No: May we contact you with additional questions?

Total Dollar Amount of Contract: \$2,000,000.00 \_\_\_\_\_

Performance Rating: Excellent = 4, Good = 3, Fair = 2, Poor= 1, or N/A

DESCRIPTION OF PERFORMANCE

RATING

**Overall Technical Performance.** The vendor's technical performance.

4

**Partnership.** The vendor's ability and attention to the quality of outcomes.

4

**Responsiveness.** The vendor's ability to follow instructions, handle complaints and communicate with the customer's staff.

4

**Efficiency.** The vendor's overall effectiveness in planning, scheduling, monitoring, and problem-solving.

4

**Uniformity of Commodities/Service Reliability.** The vendor's timely delivery and uniform quality of provided commodities and services.

4

**Key Personnel/Management.** The vendor's ability to provide quality personnel and project oversight.

4

**Overall Experience.** Overall customer experience.

4

Additional Comments.

Safeware has been a great partner through for the City. Safeware's offering of a variety of services has saved City agencies time

when looking for solutions to the many unique and often complex issues affecting the City. Safeware has been responsive with all

inquiries regarding products and has which has added a lot of value to the relationship. The partnership with Safeware has overall

been beneficial to the citizens of Richmond and we hope to continue working together.

X \_\_\_\_\_

Signature

5/22/2024

Date

**TAB 6. REQUIRED FORMS**

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**TAB 6. REQUIRED FORMS**

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**6.1 STATEMENT OF QUALIFICATIONS**

Provide written responses to the following questions. If the answer to any of the questions is "Yes," the Proposer shall describe fully the circumstances, reasons, therefore, the status, and ultimate disposition of each matter that is the subject of this inquiry. If additional space is needed for any question, please attach it to this document.

Has the Proposer been declared in default of any contract?

Yes  No: Has the Proposer forfeited any payment of performance bond issued by a surety company on any contract?

Yes  No: Has an uncompleted contract been assigned by Proposer's surety company on any payment of performance bond issued to Proposer arising from its failure to fully discharge all contractual obligations thereunder?

Yes  No: Within the past three (3) years, has Proposer filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?

Yes  No: Is Proposer now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability?

Yes  No: Is the Proposer currently involved in any state of fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile takeover, either as a target or as a pursuer?

**6.1.1 License Sanctions.** Below, list any regulatory or license agency sanctions. HCPS may perform a background check on any Proposer with all state and regulatory agencies.

Not applicable.

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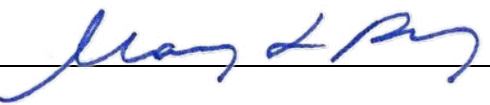
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X   
Signature

Vice President  
Title

X Mary Pelfrey  
Print Name

May 20, 2024  
Date

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**6.1.2 Non-Collusion Affidavit.** The proposer shall certify by completing and executing the Non-Collusion Affidavit below. To affirm that they are not related to any of the parties bidding in the competitive solicitation and that the Proposal is genuine and not a sham or is collusive or made in the interest of or on behalf of any person not named in the Non-Collusion Affidavit. The Proposer must also certify that they have not directly or indirectly induced or solicited any other proposer to put in a sham Proposal, or any other person, firm, or corporation to refrain from proposing. The proposer shall further certify that they have not in any manner sought by collusion to secure to the proposer an advantage over any other Proposer.

STATE OF North Carolina

COUNTY OF Mecklenburg

I state that Mary Pelfrey Vice President  
Name Title

On behalf of Safeware, Inc.  
Name of Proposer

am authorized to make this affidavit on behalf of the Proposer and its owner, directors, and officers. I am the person responsible for the proposer for the price(s) and amount(s) of this RFP, and the preparation of the Proposal. I state that:

- The price(s) and amount(s) of this proposal have been arrived at independently and without consultation, communication, or agreement with any other Provider, potential provider, proposer, or potential proposer.
- Neither the price(s) nor the amount(s) of this Proposal, and neither the approximate price(s) nor approximate amount(s) of this RFP, have been disclosed to any other firm, organization, or the person who is a Contractor, potential Contractor, Proposer, or potential Proposer, and will not be disclosed before the proposal opening.
- No attempt has been made nor will be made to induce any organization or persons to refrain from submitting a proposal for this solicitation, to submit a price(s) higher than the prices in this proposal, or to submit any intentionally high or noncompetitive price(s) or another form of a complementary proposal.
- The Proposal of my firm is made in good faith and not under any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- Safeware, Inc. (Name of Proposer), its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last three (3) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion concerning bidding on any public contract, or, if they have been, the details of such are as follows (separate sheets may be attached):

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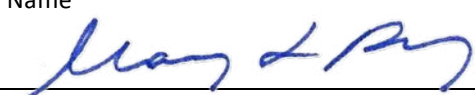
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I state that I, and the named proposer, understand and acknowledge that the above representations are material and important, and will be relied on by The School Board of Hillsborough County, FL for which this proposal is submitted. I understand and the Proposer understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from The School Board of Hillsborough County, FL of the facts relating to the submission of the proposals for Award.

Mary Pelfrey Vice President  
Print Name Title

X  May 20, 2024  
Signature Date

**6.1.3 Drug-Free Workplace Certification.** HCPS shall provide tie bid preference to businesses with drug-free workplace programs. Whenever two or more bids, which are equal concerning price, quality, and service, are received by HCPS for the procurement of commodities or services, a bid is received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. HCPS shall establish procedures for processing tie bids if none of the tie bids have a drug-free workplace program. To have a drug-free workplace program, a business shall:

- Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- Give each employee engaged in providing the commodities or contractual services that are underbid a copy of the statement specified in subsection (1).
- In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are underbid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893 or any controlled substance law of the United States, or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any convicted employee.
- Make a good-faith effort to continue to maintain a drug-free workplace through the implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS COMPANY COMPLIES FULLY WITH THE ABOVE DRUG-FREE WORKPLACE REQUIREMENTS.

X  
\_\_\_\_\_  
Signature

Vice President  
\_\_\_\_\_  
Title

Mary Pelfrey  
\_\_\_\_\_  
Print Name

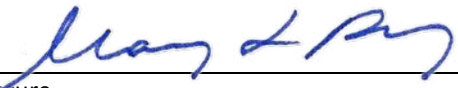
May 20, 2024  
\_\_\_\_\_  
Date

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**6.1.4 Scrutinized Company Certification.** I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created under §§ 215.4725, 215.473, or 287.135, F.S. Under § 287.135, F.S., I further affirm that:

- This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or Israeli-controlled territories, in a discriminatory manner.
- This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
  - Have a material business relationship with the government of Sudan or a government-created project involving oil-related, mineral extraction, or power generation activities, or
  - Have a material business relationship involving the supply of military equipment, or
  - Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
  - Have been complicit in the genocidal campaign in Darfur.
- This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
  - Have a material business relationship with the government of Iran or a government-created project involving oil-related or mineral extraction activities, or
  - Have made material investments with the effect of significantly enhancing the Iranian petroleum sector.
  - This Company is not engaged in business operations in Cuba or Syria.

X   
Signature

Vice President  
Title

Mary Pelfrey  
Print Name

May 20, 2024  
Date

[INTENTIONALLY BLANK]

**6.1.5 Certification Regarding Debarment, Suspension Ineligibility, And Voluntary Exclusion. This form is available electronically.**

OMB Control No. 0505-0027

Expiration Date: 04/30/2022

The following statement is made by the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may apply to the information provided.

(READ INSTRUCTIONS ON PAGE TWO BEFORE COMPLETING CERTIFICATION.)

The prospective lower-tier participant certifies, by submission of this Proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify any of the statements in this certification, the prospective participant shall attach an explanation to this Proposal.

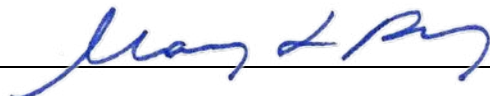
Safeware, Inc.

Organization Name

PR/Award Number or Project Name

Mary Pelfrey, Vice President

Name(S) And Title(S) of Authorized Representative(S)



May 20, 2024

Signature(S)

Date

By Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (<https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer>) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

## INSTRUCTIONS FOR CERTIFICATION

- (1) By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on page 1 by these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to whom this Proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this Proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

[INTENTIONALLY BLANK]

**6.1.6 Truth And Accuracy Statement.** The signer of this solicitation guarantees, as evidenced by the affidavit required herein, the truth and accuracy of all statements and all answers to interrogatories hereinafter made.

The undersigned hereby:

- authorizes any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor, or any person, firm, or corporation to furnish any HCPS-requested pertinent information, or its representative, deemed necessary to verify the statements made in this qualification form or regarding the standing and general reputation of the organization; and
- states that all information given is an accurate representation of the office location and resources from where the services are to be rendered; and
- certifies that he/she is authorized to sign this bid for the organization and that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. The undersigned certifies acceptance of this solicitation’s terms, conditions, exhibits, specifications, attachments, and addenda.

“I certify (or declare) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct.”

X   
\_\_\_\_\_  
Signature

Vice President  
\_\_\_\_\_  
Title

Mary Pelfrey  
\_\_\_\_\_  
Print Name

May 20, 2024  
\_\_\_\_\_  
Date


[INTENTIONALLY BLANK.]

**6.1.7 Addenda And Bid Form.** The signer of this bid guarantees, as evidenced by the affidavit required herein, the truth and accuracy of all statements and all answers to interrogatories hereinafter made. The undersigned hereby authorizes any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor, or any person, firm, or corporation to furnish any pertinent information requested by HCPS or its representative, deemed necessary to verify the statements made in this qualification form or regarding the standing and general reputation of the applicant. The signer also states that all information given is an accurate representation of the office location and resources from where the commodities and contractual services are to be rendered.

The proposer is not responsible for acknowledging the final HCPS-uploaded addenda (addenda provided after the Question Due Date) if the final addenda does not create a fundamental change to the proposal.

Receipt of the following Addenda is hereby acknowledged. (List all Addenda as follows):

Addendum No.	1	Dated:	<u>May 14, 2024</u>
Addendum No.	2	Dated:	<u>May 28, 2024</u>
Addendum No.	3	Dated:	_____
Addendum No.	4	Dated:	_____
Addendum No.	5	Dated:	_____
Addendum No.	6	Dated:	_____
Addendum No.	7	Dated:	_____
Addendum No.	9	Dated:	_____

X 	Vice President
Signature	Title

Mary Pelfrey	May 28, 2024
Print Name	Date

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**SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION  
ATTACHMENT A, EXHIBITS A-I**

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**EXHIBIT A**  
**QUESTIONNAIRE FOR NATIONAL CONSIDERATION**

Suppliers are required to meet specific qualifications. Please respond to each qualification statement on this questionnaire.

1. Will the pricing for all Products and/or Services offered be equal to or better than any other pricing options it offers to Participating Public Agencies nationally?  
Yes  No

2. Does your company have the ability to provide service to any Participating Public Agencies in all 50 states?

Yes  \*No

(\*If no, identify the states where you do not have the ability to provide service to Participating Agencies.)

3. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 states?

Yes  \*No

(\*If no, identify the states where you have the ability to call on Participating Public Agencies.)

4. Will your company assign a dedicated Senior Management level Account Manager to support the resulting GovMVMT contract?

Yes  No

5. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with GovMVMT to monitor contract implementation progress?

Yes  No

6. Does your company have the ability to provide electronic and ecommerce ordering and billing?

Yes  No

7. Will the GovMVMT contract be your lead public offering to Participating Public Agencies?

Yes  No

\*Safeware commits this contract to be the lead public offering for K-12 schools and it will be one of our offerings for all other public agencies.

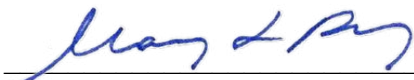
8. Check which applies for your company sales last year in the United States:

- Sales between \$0 - \$25 Million  
 Sales greater than \$25 Million to \$50 Million  
 Sales greater than \$50 Million to \$100 Million  
 Sales greater than \$100 Million

Submitted by:

Mary Pelfrey

(Printed Name)



(Signature)

Vice President

(Title)

05/16/2024

(Date)

A. **National Commitments**

A.1. Please provide a written narrative of your understanding and acceptance of the Supplier Representations and Covenants in Section 1 of this Attachment.

In response to the Supplier Representations and Covenants outlined in Section 1 of the Attachment, we hereby provide the following written narrative of our understanding and acceptance:

**Executive Commitment:** We understand and accept the importance of a genuine partnership between GovMVMТ and Safeware, starting from the highest executive level of our organization. Our senior executive management is fully committed to supporting the Master Agreement. We will present the Master Agreement in marketing and sales efforts to Public Agencies, advising existing customers of the benefits it offers, and transitioning Public Agencies to the Master Agreement upon authorization. Furthermore, we commit to maintaining a national/senior management level representative to oversee compliance with Supplier commitments and designate a lead referral contact person for communication with GovMVMТ and Participating Public Agencies.

**Value Commitment:** We acknowledge and agree to offer pricing under the Master Agreement that is equal to or superior to any other pricing options we offer to public agencies. We commit to matching lower pricing offered under pre-existing contracts or unique buying patterns and addressing deviations in buying patterns by adjusting pricing under the Master Agreement, where necessary.

**Differentiator Commitment:** We understand the importance of demonstrating the value and competitive advantages of the Master Agreement against alternative procurement options. We will highlight various factors such as the lead Public Agency process, non-profit structure, public benefit programs, advisory council oversight, and dedicated field team to position the Master Agreement as the premier cooperative purchasing option for public agencies.

**Sales and Marketing Commitment:** We are committed to marketing the Master Agreement through our sales force, ensuring they are properly trained and incentivized to offer it as our best overall value to Public Agencies. We will actively engage in proactive sales efforts, utilize marketing materials containing the GovMVMТ logo, and comply with branding and logo standards. Additionally, we will establish communication links to facilitate customer access and communication, ensure Public Agencies complete GovMVMТ's online registration process, and participate in performance review meetings upon request.

In summary, we fully understand and accept Section 1 Supplier Representations and Covenants and are committed to fulfilling our obligations to ensure the highest level of public benefit to Participating Public Agencies under the Master Agreement.



**B. Company****B.1. Provide a brief history and description of Supplier, including Supplier's experience in providing similar products and services.**

Founded in 1979, Safeware spent over forty years protecting workers in their place of business. Beginning as an industrial safety company, we shifted our focus in the nineties to governmental agencies and are proud to have been among the earliest companies to support our nation's infrastructure in the fledgling homeland security market. We helped responders at both Ground Zero in New York and at the Pentagon during the aftermath of 9/11 emergencies.

In 1981, we established our Technical Services division to provide quality service for those more technical products that require regular care and maintenance. Today key government agencies and Fortune 500 companies trust us to keep their critical equipment operating, and their personnel protected.

In 1999, responding to customers' and suppliers' requests, we created the Fire and Rescue Division. This resulted in Safeware focusing on supplying products and services to fire & rescue, federal and local government, law enforcement, military, and all forms of first responders. We are a trusted partner to those for whom failure is not an option.

In recent years, Safeware has broadened its reach with government entities by supplying products and services to support mission critical infrastructure.

While Safety and Service are what we do, we understand Response is a critical component for our customers. Safeware has a well-established reputation as the "go-to" company when customers need us most. We responded to the events of 9/11 with personnel and material arriving on the scene in New York City and at the Pentagon within hours. We are proud of our ability to play such a significant role in supporting our country's first responders. Safeware has also provided material and support for many other crises, including multiple anthrax incidents, oil spills, bombings, natural disasters, COVID-19 pandemic, and Surfside Condo collapse. No matter the size of an emergency, we work hard to help our customers in their times of need.

In 2023, we purchased Hazard3. With this acquisition, we offer training to help response teams, military units, and intelligence agencies build capability and increase their personnel readiness to reduce risk during responses in an emergency.

Government customers make up more than 90% of our sales, and these are primarily in State and Local markets. Today, we are a nationally recognized industry leader in distributing and servicing Public Safety and Emergency Preparedness Products and Solutions. We are here to

service our customers before, during and after an emergency and help them with their mission critical infrastructure needs.

**B.2.**

Provide the total number and location of sales persons employed by your company in the United States.

At Safeware, our success stems from the collaborative efforts of our dedicated team members across various departments. From sales to customer service, technical support, purchasing, marketing, and contracts, each member plays a vital role in meeting the needs of Participating Public Agencies and ensuring their satisfaction with our offerings.

Our skilled sales representatives serve as the frontline interface with public agencies, adept at understanding their unique challenges and providing tailored solutions. With a deep understanding of all products and services offered through the contract, our sales team members are committed to delivering exceptional service and fostering long-term relationships with our valued customers.

Our customer success team members (CST's) function as inside sales representatives, handling customer inquiries, orders, and addressing pricing and inventory concerns promptly and efficiently. Unlike a traditional call center approach, our experienced CST team provides personalized account-specific service, ensuring that customers receive timely and accurate assistance tailored to their needs.

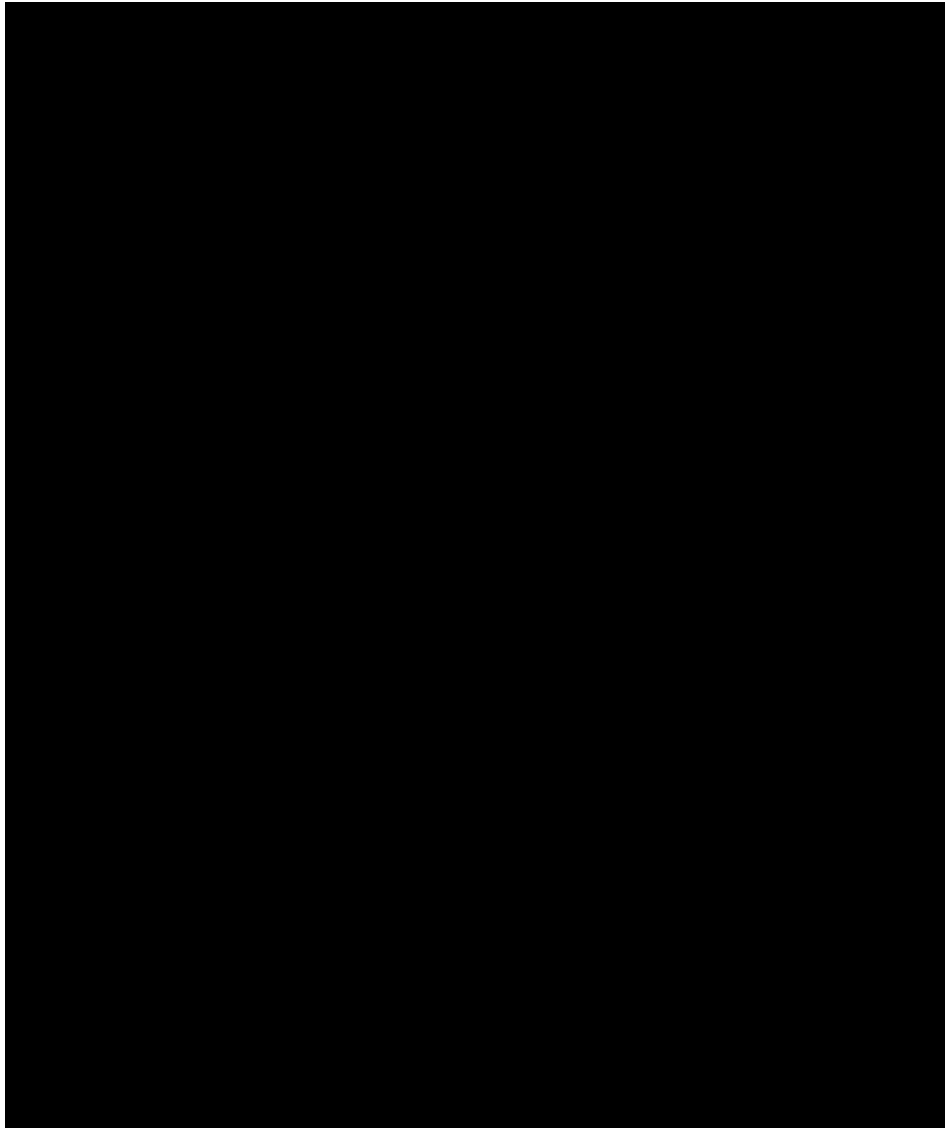
Our technical services team offers comprehensive maintenance, repair, rental, and leasing solutions to public agencies, delivered by trained and certified technicians. Whether on-site or in-house, our technical experts minimize downtime and ensure compliance with regulatory standards.

The pricing/purchasing department plays a crucial role in inventory management, ensuring that we maintain adequate stock levels to meet the diverse needs of public agencies. Collaborating closely with sales, pricing/purchasing secures timely procurement at competitive prices, while also maintaining accurate and auditable price lists.

Our marketing team collaborates with sales to provide essential collateral materials, maintain an informative online presence, and offer streamlined eCommerce solutions to facilitate seamless purchasing experiences for Participating Public Agencies.

The contracts team works hand in hand with sales to offer national cooperative agreements, simplifying procurement processes and helping public agencies save both time and money. Additionally, this group assists sales representatives in catering to public agencies that seek customized contract solutions based on the national cooperative agreement.

At Safeware, our integrated approach and commitment to excellence ensure that we provide comprehensive support to our valued customers, helping them achieve their objectives efficiently and effectively.



**We are growing.** We recently hired John Darr in Hawaii and Mick Ormiston in Seattle Washington to broaden our coverage in the west. As sales continue to grow, we will continue to hire industry experienced, results-oriented professionals to market the GovMVMT contract.

**B.3.**

Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.

First and foremost, all Safeware sales representatives are trained to provide product support in the key aspects of public safety and emergency preparedness. Not only does Safeware provide products, but our field representatives provide added value to our customers. Examples of such added value services that have been provided to Local and State customers in the past include:

- » Fentanyl Seminars
- » Respiratory Fit Testing and Fit Testing Training
- » Confined Space Training
- » Product Fitting (Helmets, PPE)
- » Site Safety Surveys

Safeware sales representatives receive a minimum of one hour each week of new product training, and an additional 5 days of offsite training annually. The focus of these training sessions is to support the sales of products and services in the following categories:

- » K-12 Safety
- » Police
- » SWAT
- » Patrol
- » Bomb
- » Traffic
- » Drug Enforcement
- » Crime Scene
- » Dive/Recovery
- » Search and Rescue
- » Canine
- » Fire
- » Structural Firefighting
- » Hazmat Response
- » Technical Rescue
- » USAR
- » Water Rescue
- » Apparatus Small Parts
- » General Safety
- » Emergency Management

Most importantly, all Safeware sales representatives are trained in government purchasing and the benefits of cooperative purchasing. Each sales representative regularly works in support of

promoting our cooperative contracts and attends government purchasing events obtaining best practice information to help them consult with government customers regarding the use of cooperative contracts. All Safeware sales representatives will have access to the GovMVMNT contract program resources and will review all important information so they can be a resource to government purchasing professionals.

Many companies will show coverage maps with team members who are not engaged in government sales opportunities. Safeware is in the business of offering contract solutions to public agencies, before, during, and after emergencies as well as for critical infrastructure and each field representative is engaged in support of our mission.

Safeware sales representatives focus on high volume customer contact opportunities in the field. Our outside sales representatives will participate in 45 trade shows this year. These trade shows represent contact with tens of thousands of current and potential customers in State and Local government. Most of our sales activities are contract sales and these end user events reflect the same. These trade shows demonstrate the unique versatility and geographical scope of Safeware's sales team. Each of these shows is a showcase of the benefits of cooperative purchasing, along with strong subject matter expertise in the core vertical user markets.

**B.4.**

Provide the number and location of support centers.

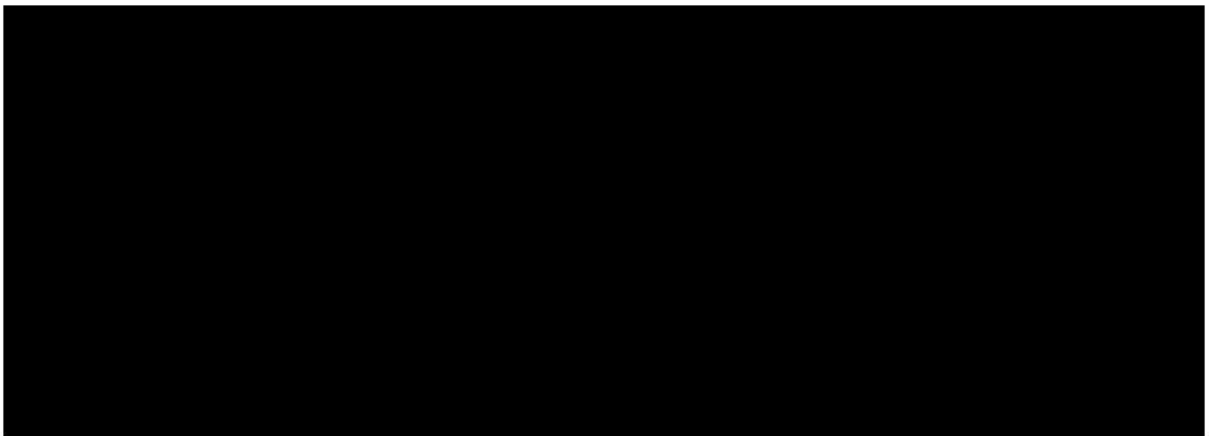
- » **Corporate Headquarters:** Located in Lanham, Maryland.
- » **Distribution Centers:** Safeware operates 9 distribution centers strategically located across the United States:
  1. Lanham, Maryland
  2. Columbia, Maryland (1)
  3. Columbia, Maryland (2)
  4. Denver Colorado
  5. Richmond, Virginia
  6. Gainesville, Georgia
  7. Phoenix, Arizona
  8. Miami, Florida
  9. Rochester, Michigan

- » **On-Site Service Centers:** Six of our locations house on-site service centers dedicated to customer equipment maintenance and repair.
- » **Mobile Service Centers:** Safeware’s fleet of Mobile Service Centers enables the provision of on-site services, ensuring timely and efficient support for customers.
- » **Training Facility:** Safeware operates a dedicated training facility in Rochester Michigan, facilitating comprehensive training programs.

This network of support centers underscores Safeware’s commitment to providing exceptional service and support to its customers across the country.

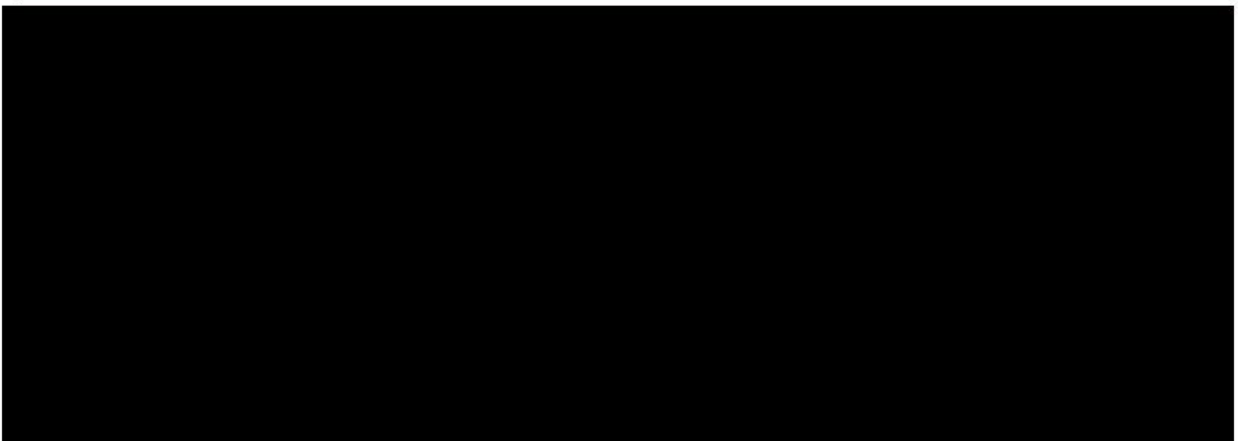
**B.5.**

Provide company annual sales for the three previous fiscal years in the United States. Sales reporting should be segmented into the following categories:



**B.6**

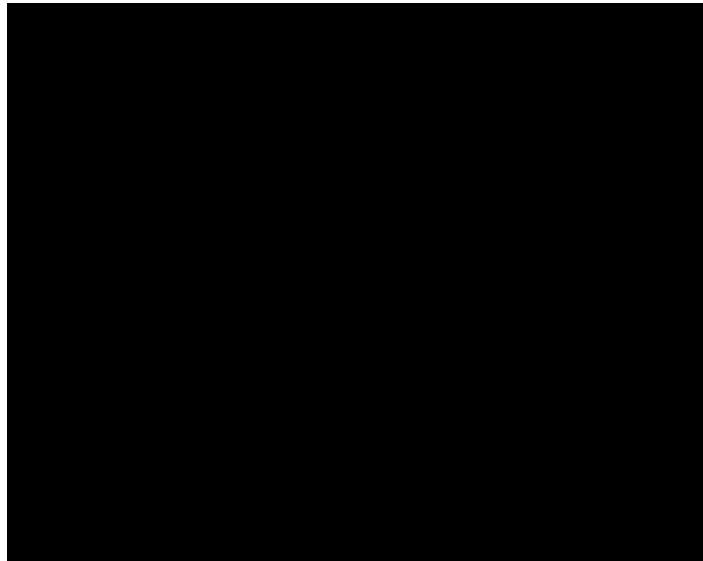
For the proposed products and services included in the scope of your response, provide annual sales for the last three fiscal years in the United States. Sales reporting should be segmented into the following categories:



**B.7.**

Provide a list of your company's ten largest public agency customers, including contact information.

Below is a listing of Safeware's ten largest public agency customers. Contact information can be made available upon request and with the prior approval of the agency.

**B.8.**

Describe any green or environmental initiatives or policies.

**Sustainability Initiatives:**

At Safeware, we are committed to environmental stewardship and sustainable business practices. Our sustainability mission statement underscores our dedication to reducing our carbon footprint and promoting environmental responsibility in all aspects of our operations.

**Key Initiatives and Policies:**

- » **Maximizing Electronic and Paperless Communication:** We prioritize electronic communication and paperless transactions wherever possible to minimize paper waste.
- » **Electronic Ordering and Billing:** Our electronic ordering and billing systems help reduce paper usage and streamline processes.

- » **Utilization of Teleconferencing and Web Presentations:** We leverage teleconferencing and web presentations to reduce the need for travel and lower our carbon emissions.
- » **Efficient Delivery Methods:** We employ Vendor-Managed Inventory (VMI), consignment, and aggregate deliveries to optimize logistics and reduce fuel consumption.
- » **Space Optimization:** Safeware minimizes the square footage required at each location to decrease our environmental footprint.
- » **Encouragement of Telecommuting:** We encourage telecommuting arrangements whenever feasible to reduce commuting-related emissions.
- » **Emphasis on Efficiency:** Efficiency is a guiding principle in all areas of our operations, from logistics to energy consumption.
- » **Reduced Air Travel:** We endeavor to minimize air travel whenever possible, opting for alternative communication methods to reduce emissions.
- » **Reuse and Recycling:** We promote the reuse of packaging materials and prioritize the use of post-consumer waste recycled paper for printing and marketing materials. Recycling bins are readily available throughout our facilities for paper, cans, and bottles.
- » **Sourcing American Made Products:** We prioritize the selection of American-made products to support local economies and reduce transportation emissions associated with imports.

**Investments in Sustainability:**

- » Safeware has invested in the conversion of our vehicle fleet from gas-powered to higher efficiency diesel models, reducing our carbon emissions.
- » We ensure the recycling of all paper waste, aluminum cans, plastic bottles, toner cartridges, valves, and metal cylinders generated during our operations.
- » All lighting fixtures have been upgraded to high-efficiency ballasts to minimize energy consumption.



**Customer Engagement:**

- » We extend recycling opportunities to our customers, allowing them to recycle service instruments and cylinders at no charge.

**Responsibility and Oversight:**

- » Our Vice President of Operations is responsible for overseeing and implementing our green initiatives, ensuring that sustainability remains a central focus of our operations.

**B.9.**

Describe any diversity programs or partners Supplier does business with and how Participating Public Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a listing of diversity alliances and a copy of their certifications.

Safeware remains steadfast in its commitment to promoting diversity, equity, and inclusion within its business practices. With a proven track record of enhancing value distribution, we actively engage with certified Minority-Owned, Woman-Owned, and Veteran-Owned businesses (MWSBEs), fostering strong partnerships to help our customers achieve their MWSBE participation objectives.

Recognizing the complexities associated with nationwide contracts and the diverse certification processes across municipalities, Safeware has developed a strategic regional approach. We understand the inherent bias towards small local businesses and have tailored our strategy accordingly, aiming to bridge the gap while assisting large urban customers in meeting their participation requirements.

Our strategy centers around establishing regional dealers authorized to sell Safeware contract items at the contracted price. This enables us to navigate the intricacies of local certification processes while empowering large urban customers to fulfill their participation requirements seamlessly. By incorporating certified dealers as authorized subcontractors on the contract, we enhance our ability to address the diverse needs of our customers effectively.

While this approach may involve sacrificing some margin, we firmly believe that the benefits far outweigh the costs. Our commitment to supporting local businesses and ensuring MWSBE participation is deeply ingrained in our ethos, serving not only as a compliance measure but as a fundamental aspect of our strategy to provide comprehensive solutions to our customers.

Safeware's approach is designed to strike a harmonious balance between meeting local MWSBE participation goals and leveraging the cost and time savings inherent in the contract. By reinforcing our commitment to diversity and inclusion, we ensure that the advantages of the contract extend to a broad spectrum of businesses across different regions, driving positive change and fostering inclusive growth.

**B.10**

Indicate if Supplier holds any of the below certifications in any classified areas and include proof of such certification in your response:

a. Minority Women Business Enterprise (MBE or WBE)

Yes \_\_\_\_\_ No X

b. Small Business Enterprise (SBE) or Disadvantaged Business (DBE)

Yes \_\_\_\_\_ No X

c. Historically Underutilized Business (HUB)

Yes \_\_\_\_\_ No X

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes \_\_\_\_\_ No X

e. Veteran Business Enterprise (VBE)

Yes \_\_\_\_\_ No X

f. Service-Disabled Veteran's Business Enterprise (SDVBE)

Yes \_\_\_\_\_ No X

**B.11**

Please describe any Affirmative Action Policy your company has in place.

It is the policy of Safeware not to discriminate and to provide equal employment opportunity to all qualified persons regardless of race, color, sex, religion, national origin, disability, marital status, or Vietnam era veteran status. This policy is applied to all employment actions including but not limited to recruitment, hiring, upgrading, promotion, transfer, demotion, layoff, recall, termination, rates of pay, or other forms of compensation and selection for training including apprenticeship.

Safeware is committed to the principles of affirmative action and equal employment opportunity. To ensure its dissemination and implementation throughout all levels of the company, Mary Pelfrey, Vice President of Government Contracts and HR, has been selected as Equal Employment Officer for Safeware.

In furtherance of our policy of affirmative action and equal employment opportunity, Safeware has developed a written Executive Order Affirmative Action Program, which contains specific and results-oriented procedures to which Safeware, Inc. is committed to apply every day good

faith effort. Procedures without efforts to make them work are meaningless and effort undirected by specific and meaningful procedures is inadequate. Such elements of Safeware's Executive Order Affirmative Action Program will enable applicants and employees to know and avail themselves of its benefits and is available for review, upon request, during normal business hours.

Applicants for employment and all employees are invited to become aware of the benefits provided by the Affirmative Action Program.

C. **Order Processing and Distribution**

C.1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing.

**Initiating the Order:**

The order process typically begins with the submission of a quote request, which customers can initiate through various channels including our website, direct email to a dedicated customer success representative, or by phone. For larger or more complex requests, established clients may directly contact their assigned customer success representative or sales representative.

**Quote Submission and Review:**

Upon receipt of the quote request, our dedicated customer success representatives promptly enter the details into our system and dispatch the quote to the customer within 24 hours. Customers review the quote, communicate any necessary adjustments, and verify that their specifications are accurately reflected.

**Order Confirmation:**

Once the customer approves the quote, they submit a Purchase Order, provide a credit card number, or furnish other authorization for the order. The approved quote seamlessly transitions into an order within our processing system, ensuring accuracy and compliance with the customer's requirements.

**Order Fulfillment:**

Our experienced team verifies the information and proceeds to fulfill the order. This involves either automatic allocation of items from our warehouse stock or initiation of a subsequent order directly with the manufacturer, ensuring adherence to specified ship dates and other requirements.

**Order Acknowledgment:**

Upon successful placement of the order, an order acknowledgment is promptly dispatched to the designated point of contact, providing confirmation and peace of mind regarding the order's status and details.

**Delivery and Billing:**

Finally, we ensure timely delivery of the order to the customer's specified location. Once the order is received, billing is processed according to the agreed-upon terms, ensuring transparency and accuracy in all financial transactions.

**Continuous Support:**

Throughout the entire process, our dedicated team remains available to address any queries or concerns, providing exceptional customer support every step of the way.

C.2.

In what formats do you accept orders (telephone, ecommerce, etc.)?

Safeware accepts orders through the following convenient channels:

- » **Website:** Orders can be placed directly through our secure online platform at <https://www.safewareinc.com/>.
- » **Direct Email:** Customers can send orders via email to their dedicated customer success representative.
- » **Telephone:** Orders are accepted over the phone by contacting our sales team directly.
- » **eCommerce:** We support various eCommerce integrations, allowing customers to place orders through their preferred purchasing systems, such as Oracle, SAP, Jaggaer, Workday, EqualLevel, Coupa, and PeopleSoft.

These channels ensure flexibility and ease of access for our customers, facilitating efficient transactions and meeting their diverse ordering preferences.

C.3.

Please describe your single system or platform for all phases of ordering, processing, delivery and billing

Safeware utilizes a single system platform, the enterprise system, Epicor's Prophet 21, tailored specifically for distribution operations. This robust platform seamlessly integrates all facets of our business processes, encompassing order processing, inventory management, shipping, purchasing, billing, and accounting functionalities.

The Prophet 21 system is built on a stable and contemporary software architecture, equipped with advanced features to maintain operational excellence. It supports rigorous performance

standards and ensures timely delivery for both routine and urgent orders. Our warehouse automation system enhances efficiency by providing full product traceability and automating key aspects of the picking and shipping processes, thereby minimizing lead times and ensuring order accuracy.

Upon order entry into the Safeware P21 system, a pick ticket is generated promptly, directing our warehouse to pick items currently in stock. For out-of-stock items, our customer success representatives have the capability to place purchase orders directly with manufacturers for drop shipments or expedited delivery to our warehouse. This streamlined process includes proactive follow-up with manufacturers by our expediting team to facilitate prompt shipment to the designated address.

With nine strategically located distribution facilities across the country, Safeware is well positioned to efficiently serve public agencies nationwide. Our distribution network is designed to optimize delivery times, leveraging partnerships with major carriers to ensure reliable and timely delivery of stock items within 1-5 days of order placement. In 2023, our on-time delivery rate with our carriers reached 95.2%, underscoring our commitment to exceptional service standards.

Safeware's inventory management practices are driven by real-time monitoring and proactive adjustments to stock levels, ensuring a high fill rate of 93% across all locations in 2023. We pride ourselves on maintaining sufficient inventory levels to meet the diverse demands of our customers, including during national emergencies where specialized delivery methods such as expedited ground shipping or air freight may be required.

Our comprehensive approach to order processing and distribution is supported by a culture of continuous improvement and customer satisfaction. Safeware remains agile and responsive, adapting swiftly to customer needs and operational challenges to uphold our reputation for excellence in distribution services.

**C.4.**

Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.

Payment terms are Net 30.

Payment methods include:

- » ACH (preferred)
- » Check
- » Credit card – Note: A convenience fee may be charged on late or large transactions.

Invoices are delivered by the following methods:

- » EDI capabilities to our ERP system for receiving PO's and sending order confirmations, ship notifications, and invoices.
- » Custom API's can also be made to our ERP system for this functionality.
- » Ability to transcribe incoming Pos sent via email into EDI.
- » Ability to send order confirmations, ship notifications, and invoices via email.

**C.5.** State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.

Safeware accepts procurement cards (p-cards) and credit cards, including Visa, Mastercard, and American Express, across all order formats. Customers can conveniently make credit card payments online during e-commerce transactions and website order processing. For invoices paid through bank cards on a net terms basis, customers may also contact Safeware's Accounts Receivable department to facilitate payment.

**C.6.** Describe how your company proposes to distribute the Products and Services nationwide.

Safeware is strategically positioned to serve public agencies nationwide through our extensive distribution network. With nine strategically located distribution facilities across the country, Safeware ensures efficient and timely delivery of products to meet the diverse needs of our customers.

We collaborate with major carriers to ensure reliable and expedient delivery of stock items. Typically, standard delivery times range from 1-5 days from order placement to receipt, depending on the specific delivery requirements and location of the customer.

**C.7.** Identify all other companies that will be involved in the processing, handling or shipping of the Products and Services to the end user.

Safeware ensures the efficient processing, handling, and shipping of products to end users by utilizing reputable and reliable freight companies. Products sold by Safeware are either

sourced from our distribution centers or directly from the manufacturer, depending on the specific needs and logistics. Apart from these primary sources, no additional third-party processing is anticipated, except for those companies involved in shipping.

Safeware partners with the following carriers for the shipping of products:

- » UPS
- » UPS Freight
- » FedEx
- » FedEx Freight
- » FedEx Custom Critical
- » DHL
- » Pitt Ohio
- » Worldwide Express Consolidation
- » YRC
- » Local LTL Freight Carriers

C.8.

Describe how Participating Public Agencies are ensured they will receive the Master Agreement pricing with your company's distribution channels, such as direct ordering, retail or in-store locations, distributors, etc. Describe how Participating Public Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

**Methods to Verify Contract Pricing:**

- » **Protected Contract Section Access:** Customers may request access to our website's password protected contract section. This section unlocks various pricing verification methods.
- » **PDF Price Lists:** Safeware publishes its pricing in PDF Price Lists, categorized by the manufacturer. Customers can request a copy of the relevant price list from their sales or customer success representative via email or download a PDF copy directly from our website.
- » **File-Sharing Website:** A direct link to our file-sharing website can be provided upon request, allowing customers to access the latest price files without logging into the main website. This ensures they always have the most current pricing information.
- » **Searchable Online Database:** The Safeware website features a searchable database of catalog items, displaying catalog prices, contract discounts, and net contract prices. This tool allows customers to login and quickly verify that they are receiving the agreed-upon contract pricing.

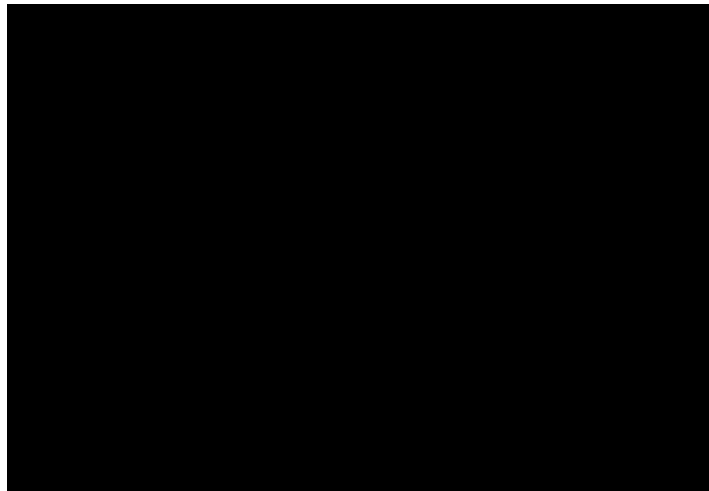
- » **Printed Quotes:** Customers may request that Safeware’s catalog price and contract discount be printed on their quotes. This transparent approach makes it easy to verify that the pricing aligns with the Master Agreement.
- » **Online and Punchout Ordering:** For customers preferring to place orders online, Safeware can set up an account on our website or through a punchout site. Once signed in, the prices displayed will reflect the contract pricing, ensuring compliance and ease of verification.

Exception: Please note that due to national security concerns, certain security sensitive product price lists will be provided upon request and will not be available online.

**C.9.**

Provide the number, size and location of your company’s distribution facilities, warehouses and retail network, as applicable.

We have Ten locations, all of which serve as sales offices, with nine doubling as distribution centers and six also functioning as technical service centers. Additionally, we operate service trucks from our technicians’ homes to further enhance our reach and responsiveness.





C.10.

Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, etc.) for each Participating Public Agency.

#### **General Reporting to Ensure Auditability and Compliance**

Safeware has enjoyed over a decade of experience with national cooperative contracts. During that timeframe, we have learned techniques and systems to employ that assure contract compliance and auditability. Our proposal includes pricing calculated by a uniform discount applied to an electronic Safeware catalog price. This allows our internal system tied to the GovMVMТ contract to follow a formula that can only create a price by applying this discount level to the Safeware catalog price. All orders are placed by our internal customer success team, and we have systems in place for checks and balances.

This same system allows us to track sales by a GovMVMТ contract code and provide up to date spending analysis and reporting. This code applies to any eligible customer for GovMVMТ in our system and will capture all contract sales referencing this number. This process allows both Safeware and GovMVMТ to be confident that the fee reported to GovMVMТ and paid by Safeware is in accordance with the contract.

#### **Reports for Hillsborough County Public Schools and Participating Public Agencies**

Safeware can offer customized reports using this same functionality to detail purchase history, procurement method or other focus categories depending on the needs of the requesting agency.

C.11.

Describe your company's ecommerce capabilities:

- a. Include details about your company's ability to create punch out sites and accept orders electronically.
- b. Provide detail on your company's ability to integrate with a Public Agency's ERP/purchasing system (Oracle, SAP, Jaggaer, etc.). Please include some details about the resources you have in place to support these integrations.

Safeware Inc. hosts a myriad of digital and electronic order processing options. We have an in-house integrations team that specializes in setting up all types of EDI, catalog, punchout and general e-commerce connections tailored to fit customer needs. We are adept at standard Cxml, OCI and EDI punchouts, as well as more advanced order transmission, and invoicing transmission upon request. We work directly with customers' integration teams and partners to align our capabilities closely with their needs.

We have experience with most major purchasing/ERP systems, including Oracle, SAP, Jaggaer, Workday, EqualLevel, Coupa, and PeopleSoft. We integrate at multiple levels and balance

processes to meet customer needs, managing both high-level and detailed integrations. Additionally, we leverage middleware when needed to address system limitations. We collaborate with customers to ensure technical development aligns with a well-thought-out strategy, minimizing disruption to current processes and best practices. Our standard model offers a balanced approach, combining cutting-edge technical capabilities with access to world-class concierge order processes.

D.

**Sales and Marketing**

D.1.

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as Supplier's preferred go-to market strategy for Public Agencies to Supplier's teams nationwide, including, but not limited to:

- a. Executive leadership endorsement and sponsorship of the award as the Supplier's go-to-market strategy within the first 10 days.
- b. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the GovMVMNT team within the first 90 days.

**First 10 Days**

Within the first 10 days, Safeware's executive leadership will take center stage in championing the Master Agreement. Daric Simons, the CEO of Safeware, will formally endorse the Master Agreement, marking it as a key strategic initiative for the company. This endorsement will be communicated through a corporate announcement, underscoring the support and commitment from top management.

Additionally, Rick Bond, National Account Manager for the contract, serves as the senior-level executive responsible for working closely with GovMVMNT throughout the contract term. Rick Bond will ensure ongoing maintenance of these commitments to uphold our partnership's success.

**First 30 Days – Training and Educating Salesforce**

Safeware has extensive experience with marketing and selling through the National Cooperative contracts. To ensure our sales force is well-versed in the new terms, conditions, value, and structure of the agreement, we conduct comprehensive training sessions for our sales team, executive leadership, and the GovMVMNT team. These sessions cover the contract background,

performance period, terms and conditions, scope of services, pricing, reporting requirements, and other pertinent topics.

### **First 60 Days – Training and Educating Customer Success Team**

Our Customer Success Team (CSTs) are also well-versed in marketing through National Cooperative contracts and will receive updated training similar to that provided to our sales force. Safeware ensures continuous education and support through a dedicated GovMVMТ Customer Service Manager, who maintains and enforces adherence to contract pricing and guidelines.

### **First 90 Days and Beyond – Proactive Engagement**

At Safeware, our proactive sales team is dedicated to effectively promoting the benefits of the GovMVMТ contract through a strategic approach that engages stakeholders at every level. National engagements are carefully scheduled to connect with key suppliers, where we highlight the advantages of the GovMVMТ contract. Joint calls with end users and procurement teams are a cornerstone of our strategy, allowing us to introduce and emphasize the contract's benefits firsthand.

Our sales team conducts joint presentations with individual manufacturers, effectively promoting both the contract and specific products or services to end users and procurement professionals alike. In-person and virtual product demonstrations, along with trial evaluation programs, further reinforce the value and functionality of products offered under the GovMVMТ contract.

Monthly company-wide sales meetings provide dedicated opportunities to maintain momentum and emphasize the GovMVMТ's contract's benefits. Through these concerted efforts, Safeware continues to drive awareness, engagement, and adoption of the GovMVMТ contract, ensuring that our solutions meet the diverse needs of our valued customers.

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**D.2.**

Provide a detailed 90-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, including, but not limited to:

- a. Creation and distribution of a co-branded press release to trade publications.
- b. Announcement, Master Agreement details and contact information published on the Provider's website within the first 90 days.
- c. Commitment to attendance and participation with GovMVMT at national (i.e. NIGP Annual Forum, etc.), regional (i.e. Regional NIGP Chapter meetings, Regional Summits, etc.) and provider-specific trade shows, conferences and meetings throughout the term of the Master Agreement.
- d. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by GovMVMT for partner providers. Booth space will be purchased and staffed by Supplier.
- e. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.
- f. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- g. Dedicated GovMVMT internet web-based homepage on Supplier's website with:
  - GovMVMT Partners standard logo;
  - Copy of original Request for Proposal, including all addenda;
  - Copy of Master Agreement all amendments between Lead Public Agency and Supplier;
  - Marketing Materials;
  - Electronic link to GovMVMT website including the online registration page;
  - A dedicated toll-free number and email address for GovMVMT.

**First 30 days – Planning and Marketing Material Development**

In the first 30 days of launching a new initiative, Safeware's sales and marketing teams coordinate several crucial planning activities in synchrony. Marketing takes the lead in creating comprehensive collateral that outlines essential contract details for end users, ensuring clear communication through our website, [www.Safewareinc.com](http://www.Safewareinc.com), and various social media platforms. This includes highlighting key points of contact and contract specifics to resonate effectively within the state and local government sectors.

Collaboratively, Sales and Marketing conduct a SWOT analysis to identify Strengths, Weaknesses, Opportunities, and Threats, aiming to enhance the rollout strategy based on past

experiences. Working closely with GovMVMNT, we establish a targeted list of public sector clients to foster new business opportunities and sustain growth.

Our Marketing Team collaborates with GovMVMNT to craft and distribute press releases, strategically placed on our website and relevant trade publications. Concurrently, they refine and co-brand marketing materials such as white papers, line cards, and brochures to amplify the message of our partnership and service offerings.

Meanwhile, our Sales Operations Team diligently updates contract information to facilitate seamless ordering processes for end users. They remain dedicated to supporting our sales team and customers by ensuring timely and accurate information, addressing inquiries related to product quotes, delivery requests, and Return Merchandise Authorizations (RMAs).

### **First 60 Days – Targeted Marketing Campaigns**

Safeware is highly experienced in marketing and selling through National Cooperative agreements. We deploy targeted marketing campaigns aimed at generating interest and awareness of the new contract. These campaigns encompass both broad outreach efforts and specialized initiatives tailored to specific technical disciplines among end users, such as K-12 and others.

### **First 90 days and beyond – Proactive Outbound Communications**

Safeware adopts a proactive sales and marketing strategy to effectively promote the contract to both existing and potential customers. Our sales and marketing teams engage in extensive outreach efforts through public events, trade shows, conferences (including NIGP Annual Forum and NIGP regional chapter meetings), and other industry-specific gatherings throughout the contract's duration.

Additionally, Safeware ensures that the Master Agreement receives optimal market positioning. This includes featuring a dedicated GovMVMNT web page on Safeware's website, providing essential information such as the GovMVMNT logo, the original Request for Proposal, details of the Master Agreement and any amendments, product summaries with pricing information, marketing materials, a direct link to the GovMVMNT Partners' website, and dedicated contact information including a toll-free number and email address.

**D.3.**

Describe how Provider will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through GovMVMNT. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Safeware will work with the GovMVMNT account team to introduce the contract and its benefits to end user customers, most notably in the K-12 market. Procurement customers will be educated on the benefits of the GovMVMNT contract, and the ability to make their purchases through the pre-competed contract.

Safeware holds national cooperative contracts with Omnia Partners and Sourcewell. The scope of this RFP is tailored to providing solutions for K-12 and the GovMVMNT contract will be the lead contract for the K-12 market, where GovMVMNT has become a national leader.

**D.4.**

Acknowledge Supplier agrees to provide its logo(s) to GovMVMNT and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of GovMVMNT logo will require permission for reproduction as well.

Safeware agrees to provide its logo(s) to GovMVMNT and grants permission for their reproduction in marketing communications and promotions. We also recognize that the use of the GovMVMNT logo will require permission for reproduction. This is in accordance with the commitments outlined in paragraph 2.4, section 1 of the Representations and Covenants.

**D.5.**

Confirm Supplier will be proactive in direct sales of Supplier's Products and Services to Public Agencies nationwide and the timely follow up to leads established by GovMVMNT. All sales materials are to use the GovMVMNT logo. At a minimum, the Supplier's sales initiatives should communicate:

- a. Master Agreement was competitively solicited and publicly awarded by a Lead Public Agency
- b. Pricing Equal to or better than Supplier's Best available government pricing
- c. No cost to participate
- d. Non-exclusive

Safeware will proactively and directly sell our products and services to Public Agencies, and we agree to follow up on leads established by GovMVMNT in a timely manner. All sales materials will include the GovMVMNT logo. Our sales initiatives will include communication regarding:

- Master Agreement was competitively solicited and publicly awarded by a Lead Public Agency
- Pricing equal to or better than Supplier's best available government pricing
- No cost to participate
- Non-exclusive

**D.6.**

Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

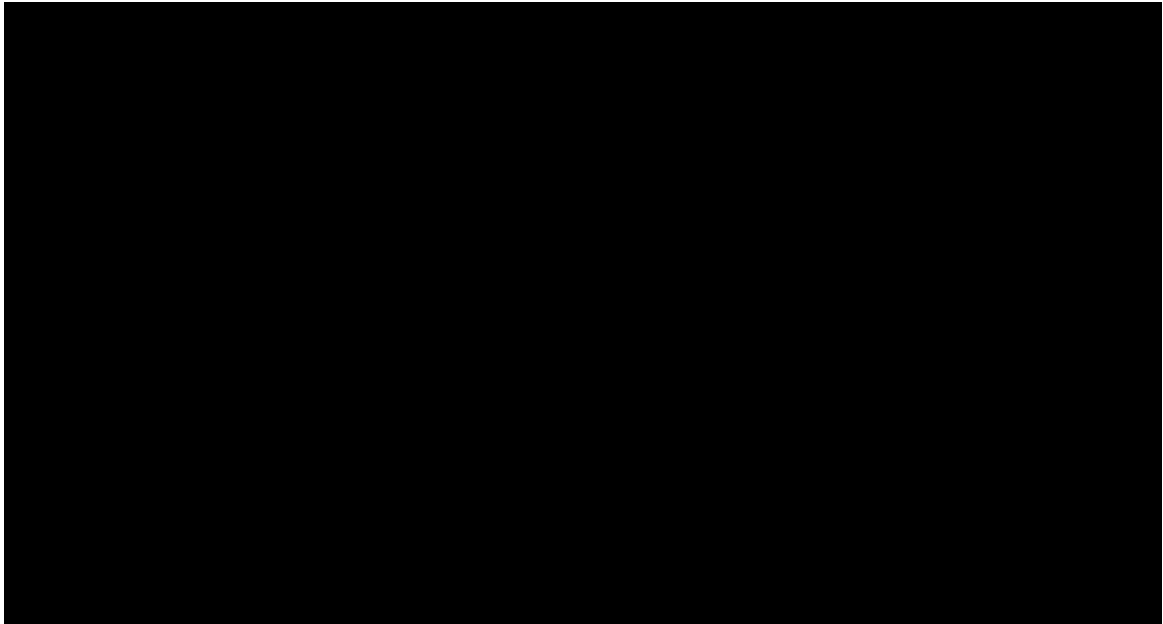
- a. Key features of Master Agreement
- b. Working knowledge of the solicitation process
- c. Awareness of the range of Public Agencies that can utilize the Master Agreement through GovMVMТ
- d. Knowledge of benefits of the use of cooperative contracts

Safeware confirms that it will train its national sales force on the Master Agreement. Our sales team is accustomed to selling through national cooperative contracts, and they will be trained on the key features of this Master Agreement. They are already familiar with the Lead Public Agency model for cooperative contracts, and we will update the sales force on the particulars of this RFP solicitation process as well as how Public Agencies can utilize the Master Agreement through GovMVMТ. Our sales team is experienced and knowledgeable of the benefits of using cooperative contracts and will utilize the GovMVMТ contract as a valuable tool to help Public Agencies get the products and solutions they need in a timely and cost-effective manner.

**D.7.**

Provide the name, title, email and phone number for the person(s) who will be responsible for:

- a. Executive Support
- b. Sales
- c. Sales Support
- d. Marketing
- e. Financial Reporting
- f. Accounts Payable
- g. Contracts



**D.8.**

Describe how Supplier's national sales force is structured, including contact information for the highest level executive responsible for the sales team.

Rick Bond, our Vice President of Sales and Marketing, oversees the national sales force. The team includes three Regional Directors of Sales: Michael Harrel leads the Northeast region, Karl Lewis manages the Southeast, and Jason Swazey is responsible for the Western Territory. Additionally, our newly formed Federal Government Sales Team is directed by Michael Brown and our Training Division is led by Gary Sharp. All sales representatives report to their respective Regional Directors and are assigned specific geographical territories.

See Table on the following page for details on our sales representatives and their territories. This, and additional information can also be found in Attachment D, Safeware, Inc. Sales Team.



**Safeware Inc. US SALES TERRITORY MAP Effective May 2024**

**Training**

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**Toby Frost**  
Training Program Manager  
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**Steve Didocha**  
Training Logistics Manager  
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**Pat Johnakin**  
Training Program Manager  
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**Rick Bovensiep**  
Engineer  
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rbovensiep@safewareinc.com



**Northeast Sales**

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**Darryl Halterman**  
Territory Manager - PA, NY  
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**Bill Hinton**  
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**Brad Prol**  
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**Kristine Lawrence**  
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**Kurt Wilhelm**  
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**Michelle Phelps**  
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**Patrick Crawford**  
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**Robert Hamilton**  
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**Tim Fields**  
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tfields@safewareinc.com

**Southern Territory Sales**

**Karl Lewis**  
Director of Sales, Southern Region  
423.667.7256  
klewis@safewareinc.com

**April Dellinger**  
Government Sales - GA  
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adedlinger@safewareinc.com

**Bradley Brown**  
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**Dane Williams**  
TX (Houston/Southern TX), LA  
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**Stu Brown**  
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sbrown@safewareinc.com

**Western Territory Sales**

**Jason Swazey**  
Director of Sales, Western Region  
520.279.4528  
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**Annie Green**  
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**John Thompson**  
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**Jonathan Darr**  
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**Michael Bennett**  
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**D.9.**

Explain how your company's sales team will work with the GovMVMNT team to implement, grow and service the national program.

Safeware is committed to forging a collaborative partnership with the GovMVMNT team to ensure the seamless implementation, growth, and service excellence of the national program. Our approach begins with a strategic alignment phase, where our sales team engages closely with GovMVMNT to plan and integrate our operations with the program's objectives and timelines.

From the outset, joint marketing initiatives form a cornerstone of our strategy. Safeware and GovMVMNT combine their extensive networks and resources to amplify the program's visibility across targeted audiences.

Central to our approach is the acquisition and management of customer relationships. Safeware's sales team conducts personalized outreach campaigns, engaging directly with potential customers to highlight the unique advantages of the GovMVMNT contract. Once onboard, we prioritize ongoing communication and support to ensure customer satisfaction and foster long-term partnerships.

Education and training are paramount in our collaboration with GovMVMNT. Safeware continuously updates and educates our sales team on program enhancements and best practices.

Safeware is dedicated to leveraging its expertise and resources in close collaboration with GovMVMNT to drive growth and deliver exceptional service under the national program.

**D.10.**

Explain how your company will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

The Safeware team has established itself as a leader in National Cooperative Sales, leveraging more than a decade of successful experience supporting customers through National Cooperative Contracts. Our expertise ensures that we effectively manage the overall national program throughout the term of the Master Agreement.

Our operations team has developed robust procedures for efficiently setting up new accounts for Participating Public Agencies. They provide essential support for information and order processing, ensuring seamless onboarding and access to contract benefits. Additionally, our team diligently administers the contract on a daily basis, including the timely reporting of sales metrics to GovMVMNT every month.

**D.11.**

While it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement. Describe your company's strategies under these options when responding to a solicitation.

- a. Respond with Master Agreement pricing (Contract Sales reported to GovMVMТ).
- b. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the Contract, the sales are reported as contract sales to GovMVMТ under the Master Agreement.
- c. Respond with pricing higher than Master Agreement online in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract sales are not reported to GovMVMТ).
- d. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

In cases where a Public Agency issues its own solicitation without utilizing the Master Agreement, Safeware proactively engages by notifying the agency of our GovMVMТ Master Agreement for public safety and emergency preparedness. We educate them on the benefits and robustness of this contract and provide comprehensive collateral detailing its terms and conditions.

Furthermore, Safeware responds to the solicitation with Master Agreement pricing, if authorized and approved by the Public Agency. All sales resulting from such responses are promptly reported to GovMVMТ.

Should competitive conditions necessitate pricing lower than the standard Master Agreement not-to-exceed pricing, Safeware will adjust its proposal accordingly while adhering to the Master Agreement terms. If awarded the contract, these sales will also be reported to GovMVMТ.

In the unlikely event that a Public Agency declines to utilize the Master Agreement, Safeware will propose pricing higher than the agreement terms. In such instances, contract sales will not be reported to GovMVMТ. Additionally, if alternative or multiple proposals are permitted, Safeware will include the Master Agreement as an alternate or additional proposal with competitive pricing.

D.12.

Describe your company's sales goals for this Contract if awarded the Master Agreement, including targeted dollar volume by year:

\$ \_\_\_\_\_ .00 in year one

\$ \_\_\_\_\_ .00 in year two

\$ \_\_\_\_\_ .00 in year three

Safeware holds national cooperative contracts with Omnia Partners and Sourcewell. GovMVMNT will be positioned to lead Safeware's offering in the K-12 market. Additionally, the scope of this agreement, and the high stature in the public sector of Hillsborough County Public Schools, both in Florida and nationally, will make this contract an attractive option for many law enforcement and public safety agencies across the country.

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██

██

██

E.

**Additional Information**

E.1

Please use this opportunity to describe any other offerings your organization can provide that you feel will provide additional value and benefit to a Participating Public Agency.

We take an individualized approach to each public agency. Safeware sells products from many different manufacturers with many unique features. We understand that customers make operational decisions based upon their individual requirements, and we carry a wide variety of options to meet those needs. We use our expert product knowledge to match the customer with a manufacturer that meets both their product specifications and budgets.

We focus on the public safety issues public agencies face today and prepare for tomorrow. Safeware offers a full array of products relating to the impact of climate change. We have a deep range of offerings and a full assortment of flood detection products and flood response products. We also offer wildland firefighting gear and a broad variety of skincare products.

Our response to the threat of COVID 19 was based on years of preparation and our understanding of the threat of a pandemic. There are emerging threats relating to climate change that make this a focus for Safeware in the coming years.

## **GovMVMT ADMINISTRATION AGREEMENT**

The following GovMVMT Administrative Agreement is an Exhibit to and is incorporated into the Contract to provide [Insert Contract Name] (the “Contract”) between (Insert Lead Public Agency) and (Insert Supplier Name). The Agreement outlines the Suppliers general duties and responsibilities in implementing the GovMVMT contract.

**The Supplier is required to execute the GovMVMT Administration Agreement (attached here to as Exhibit C) and submit with Supplier’s proposal. Failure to do so may result in disqualification.**

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**EXHIBIT C**  
**GovMVMt ADMINISTRATIVE AGREEMENT**

The following GovMVMt Administrative Agreement is an Exhibit to and is incorporated into the Contract to provide (Public Safety and Emergency Preparedness Equipment and Related Products and Services) (the "Contract") between (Hillsborough County Public Schools) and (Safeware Inc).

## **ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT ("Agreement") is made as of September 19, 2024 by and between GovMVMT ("GovMVMT Purchasing Cooperative") and Safeware Inc. ("Supplier").

### **RECITALS**

WHEREAS, the ("Lead Public Agency") has entered into a certain Master Agreement dated as of September 19, 2024, referenced as Agreement (No.# 24101-RFP-DST), by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of (the "Products and Services");

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a "Public Agency" and collectively, "Public Agencies") may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with GovMVMT, in which case the Public Agency becomes a "Participating Public Agency";

WHEREAS, GovMVMT has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, GovMVMT serves in an administrative capacity for the Lead Public Agency and other lead public agencies in connection with other master agreements offered by GovMVMT;

WHEREAS, Lead Public Agency desires GovMVMT to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, "GovMVMT Purchasing Cooperative" is a trade name licensed by IGSA

WHEREAS, GovMVMT and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, GovMVMT and Supplier hereby agree as follows:

## **ARTICLE I**

### **GENERAL TERMS AND CONDITIONS**

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 GovMVMT shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to GovMVMT under this Agreement including, without limitation, Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

1.4 GovMVMT shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that GovMVMT shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, GovMVMT (a) shall not be construed as a dealer, re- marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law or ordinance, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. GovMVMT makes no representations or warranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement.

## **ARTICLE II**

### **TERM OF AGREEMENT**

2.1 This Agreement is effective as of (Insert Date) and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to GovMVMT through the termination of this Agreement and all indemnifications afforded by Supplier to GovMVMT shall survive the term of this Agreement.



## ARTICLE III

### REPRESENTATIONS AND COVENANTS

3.1 GovMVMТ views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Participating Public Agencies and the Supplier. The successful foundation of the relationship requires certain representations and covenants from both GovMVMТ and Supplier.

3.2 GovMVMТ Representations and Covenants.

(a) Marketing. GovMVMТ shall proactively market the Master Agreement to Public Agencies using resources such as a network of sponsors or sponsorships including the Advisory Council which is comprised of procurement professionals from around the country. In addition, the GovMVMТ staff shall make best efforts to enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and other marketing activity such as advertising, articles and promotional campaigns.

(b) Training and Knowledge Management Support. GovMVMТ shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "Program Manager" and collectively, the "Program Managers"), GovMVMТ shall, with scheduling assistance from Supplier, conduct training sessions and conduct calls jointly with Supplier to Public Agencies. GovMVMТ shall also provide Supplier with access to GovMVMТ' private intranet website which provides presentations, documents and information to assist Supplier's sales force in effectively promoting the Master Agreement.

3.3 Supplier's Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as "Supplier's Commitments" and are comprised of the Executive Commitment, Value Commitment, Differentiator Commitment and Sales and Marketing Commitment):

(a) **Executive Commitment**

(i) A true partnership: Supplier shall have full commitment of the Master Agreement from the highest executive level of the organization at any given time. This includes being supported by the supplier's senior executive management.

(ii) The pricing, terms and conditions of the Master Agreement shall be the Supplier's preferred contractual offering of Products and Services to all K12 eligible Public Agencies and will be made available as an option for all other eligible Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall

demonstrate that the Master Agreement is Supplier's preferred offering for K12 and not just one of Supplier's contract options.

(iii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors, and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iv) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(v) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from GovMVMТ concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's GovMVMТ program and linked to GovMVMТ' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the GovMVMТ program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall offer the Master Agreement to all Public Agencies located within the state.

(b) **Value Commitment**

(i) Supplier represents to GovMVMТ that the overall pricing in the scope of products and services offered under the Master Agreement is equal to or better than any other pricing options it offers to public agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public

Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally GovMVM and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of GovMVM to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, GovMVM recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

c) **Differentiator Commitment.** Supplier shall demonstrate the value, competitive scope, and differentiating factors of the agreement against alternative procurement options in the marketplace at every opportunity. The success of this program lies directly with properly positioning this contract vehicle as the premier cooperative purchasing option for public agencies.

Supplier can accomplish this by highlighting such facts as:

- Lead Public Agency process
- Non-profit structure
- Public Benefit Programs
- Value Commitments
- Advisory Council Oversight
- Dedicated Field Team

Supplier agrees that while this agreement brings significant value to Public Agencies, it is not an exclusive agreement and can be utilized at the discretion of the participating Public Agencies.

(d) **Sales and Marketing Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to properly position the value of the Master Agreement as Supplier's preferred contract for K12 Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by GovMVM. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. Supplier's sales materials targeted towards Public Agencies should include the GovMVM logo. GovMVM hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the GovMVM name, trademark, and logo solely to perform its obligations under this Agreement, and for

no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the GovMVMT name, trademark, or logo shall inure to the benefit of GovMVMT. GovMVMT shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide GovMVMT with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist GovMVMT by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides pricing equal to or better than the Supplier's best available pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the GovMVMT branding and logo standards and guidelines. Prior to use by Supplier, all GovMVMT related marketing material must be submitted to GovMVMT for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and GovMVMT program. GovMVMT shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated GovMVMT internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

- (1) GovMVMT standard logo;
- (2) Copy of original procurement solicitation.
- (3) Copy of Master Agreement including any amendments.
- (4) Summary of Products and Services pricing.
- (5) Electronic link to GovMVMT's online registration page; and
- (6) Other promotional material as requested by GovMVMT.
- (7) A dedicated toll-free national hotline for inquiries regarding GovMVMT.
- (8) A dedicated email address for general inquiries in the following format: GovMVMT@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed GovMVMT's online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by GovMVMT, Supplier shall participate in a performance review meeting with GovMVMT to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to GovMVMT (collectively "Supplier Content") for use on GovMVMT websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to GovMVMT and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content in connection with GovMVMT websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to GovMVMT as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between GovMVMT and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at GovMVMT's sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend GovMVMT, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

## **ARTICLE IV**

### **PRICING AUDITS**

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. GovMVMT and Lead Public Agency each reserve the right to audit the accounting for a period of three(3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. GovMVMT shall have the authority to

conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at GovMVM's sole cost and expense. Notwithstanding the foregoing, in the event that GovMVM is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, GovMVM shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. GovMVM may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

## **ARTICLE V**

### **FEES & REPORTING**

5.1 **Administrative Fees.** Supplier shall pay to GovMVM a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of one percent (1%) of aggregate purchases made during each calendar month (individually and collectively, "**Administrative Fees**"). GovMVM was founded on the principle of large volumes of purchases resulting in aggressive discounts and a great resulting value for those purchasing entities. We believe in additional value and increased savings that result from growth in the program and larger spend volume. This value should exist for the public agency and the supplier, and thus an incentivized lower fee structure has been developed to assure that these savings are passed along to the agencies and suppliers in the program. Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to GovMVM, or its designee or trustee as may be directed in writing by GovMVM.

Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. GovMVM agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

\* Sales volume is calculated from January 1<sup>st</sup> – December 31<sup>st</sup> of the current calendar year.

5.2 **Sales Reports.** Within thirty (30) days of the end of each calendar month, Supplier shall deliver to GovMVM an electronic accounting report, in the format prescribed by **Exhibit B**, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("**Sales Report**"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by GovMVM against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. GovMVM reserves the right upon reasonable advance notice to Supplier to

change the prescribed report format to accommodate the distribution of the Administrative Fees to future potential program sponsors and state associations.

5.3 Exception Reporting/Sales Reports Audits. GovMVMT or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, future potential sponsors, advisory board members or GovMVMT staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by GovMVMT, GovMVMT shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to GovMVMT's reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to GovMVMT's trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to GovMVMT in writing to [reporting@govmvt.org](mailto:reporting@govmvt.org). If Supplier does not resolve the discrepancy to GovMVMT's reasonable satisfaction within thirty (30) days, GovMVMT shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit.

5.4 Online Reporting. Within forty-five (45) days of the end of each calendar month, GovMVMT shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the GovMVMT intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage their Master Agreement.

5.5 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at GovMVMT's sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

## ARTICLE VI

### MISCELLANEOUS

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.2 Assignment.



(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of GovMVMТ, and any assignment without such consent shall be void.

(b) GovMVMТ. This Agreement and any rights or obligations hereunder may be assigned by GovMVMТ in GovMVMТ's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform GovMVMТ's obligations hereunder.

6.3 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. GovMVMТ may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

GovMVMТ:	GovMVMТ 7629 NW 143 <sup>rd</sup> Street Alachua, FL 32615 Attn: Program Manager Administration
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Supplier:	Safeware Inc. 4403 Forbes BLVD Lanham, MD 20706 Attn: GovMVMТ Program Manager
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6.4 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.5 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.7 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.8 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

6.9 Attorneys' Fees. If any action at law or in equity (including, arbitration) is necessary to enforce or interpret the terms of any of this Agreement, the prevailing party shall be entitled to reasonable

attorneys' fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

6.9 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon GovMVMT, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

*[Remainder of Page Intentionally Left Blank – Signatures Follow]*

IN WITNESS WHEREOF, GovMVMT has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

GovMVMT:

GovMVMT PURCHASING COOPERATIVE

By: Nancy Parrish

Name:

Nancy Parrish

Title:

IGSA Board Chair

Supplier:

Safeware Inc.

By: Mary Pelfrey

Name:

Mary Pelfrey

Title:

Vice President



**EXHIBIT F**  
**FEDERAL FUNDS CONTRACT PROVISIONS**

The following certifications and provisions may be required and apply with a Participating Public Agency spends federal funds for any purchase resulting from this procurement process. Pursuant to 2 CFR § 200.237, all contracts, including small purchases, awarded by the Participating Public Agency and the Participating Public Agency's Contractors and Subcontractors shall contain the procurement provisions of Appendix II to CFR Part 200, as applicable.

**APPENDIX II TO 2 CFR 200**

1. **Remedies.** Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which a Non-Federal Entity ("NFE") may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.

*Pursuant to this Federal Rule, 1, Remedies, above, when a Participating Public Agency spends federal funds, the Participating Public Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)

2. **Termination for Cause and Convenience.** Contracts for cause and for convenience by the grantee or subgrantee, including the manner by which it will be carried out and the basis for settlement. This applies to contracts that are more than \$10,000.

*Pursuant to this Federal Rule, 2, Termination for Cause and Convenience above, when a Participating Public Agency spends federal funds, the Participating Public Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Supplier or for convenience as detailed in the terms of the contract.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)

3. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" must include the equal opportunity clause found in 2 CFR Part 200.

*Pursuant to this Federal Rule, 3, Equal Employment Opportunity above, when a Participating Public Agency spends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.*

  
\_\_\_\_\_ agrees

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**EXHIBIT F**  
**FEDERAL FUNDS CONTRACT PROVISIONS**

*(Initial of Supplier's Authorized Representative)*

4. **Davis-Bacon Act.** When required by the federal program legislation, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act. In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, contractors are required to pay wages at least once per week. The NFE must place a copy of the Department of Labor's current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The NFE 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 for all contracts subject to the Davis-Bacon Act. According to 29 CFR § 5.5(a)(5), the regulatory requirements for the Copeland "Anti-Kickback" Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. The NFE must and hereby includes the provisions at 29 CFR § 5.5(a)(1)-(10) in full into all applicable contracts and all applicable contractors must include their provisions in full in any subcontracts.

*Pursuant to Federal Rule, 4, Davis-Bacon Act above, when a Participating Public Agency spends federal funds during the term of the award for all contracts and subcontracts for construction or repair, Supplier will be in compliance with all applicable Davis-Bacon Act provisions.*



agrees

*(Initial of Supplier's Authorized Representative)*

5. **Copeland "Anti-Kickback" Act.** The Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed. This Act prohibits each contractor and subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The NFE must report all suspected or reported violations of the Copeland "Anti-Kickback" Act the Federal awarding agency. The contractor shall comply with 18 U.S.C § 874, 40 U.S.C § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal funding agreement instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

*Pursuant to Federal Rule, 5, Copeland "Anti-Kickback" Act, when a Participating Public Agency spends federal funds during the term of the award for all contracts and subcontracts for construction and repair, Supplier will be in compliance with all applicable Copeland "Anti-Kickback" Act provisions.*

**EXHIBIT F**  
**FEDERAL FUNDS CONTRACT PROVISIONS**

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)

6. **Contract Work Hours and Safety Standards Act.** Where applicable, all contracts awarded by the NFE of more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards. Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 CFR § 5.2. These requirements do not apply to the purchase of supplies or materials ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

*Pursuant to Federal Rule, 6, Contract Work Hours and Safety Standards Act above, when a Participating Public Agency spends federal funds, Supplier certifies that Supplier will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Public Agency resulting from this procurement process.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)

7. **Rights to Inventions Made Under a Contract or Agreement.** This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the Federal award meets the definition of funding agreement and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental or research work under that funding agreement, then the NFE must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the Federal awarding agency. The regulation at 37 CFR § 401.2(a) defines funding agreement as “any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, development, or research work under a funding agreement as defined in this paragraph.

*Pursuant to Federal Rule, 7, Rights to Inventions Made Under a Contract or Agreement above, when federal funds are spent by a Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier agrees to comply with all applicable requirements as referenced in this Federal Rule.*

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**EXHIBIT F**  
**FEDERAL FUNDS CONTRACT PROVISIONS**

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)

8. **Clean Air Act and Federal Water Pollution Control Act.** For contracts over \$150,000, contractors must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S. C. § 7401 and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the Federal awarding agency. Violations must be reported to Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

*Pursuant to Federal Rule, 8, Clean Air Act and Federal Water Pollution Control Act above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier agrees to comply with all applicable requirements as referenced in this Federal Rule.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)

9. **Debarment and Suspension.** For all contracts and subcontracts (see 2 CFR § 180.220), an award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

*Pursuant to Federal Rule, 9, Debarment and Suspension above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of the award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier certifies that none of its principals or its affiliates are debarred, suspended, or otherwise excluded, or ineligible from participation by any federal department or agency. If at any time during the term of the award the Supplier or its principals or affiliates become debarred, suspended, or otherwise excluded, or ineligible by any federal department or agency, the Supplier will notify the Participating Public Agency.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)

10. **Byrd Anti-Lobbying Amendment.** Contractors that apply or bid for an award of more than \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an employee of a federal agency, a Member of Congress, an employee of



**EXHIBIT F**  
**FEDERAL FUNDS CONTRACT PROVISIONS**

Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. § 1352. Each tier must also 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 recipient who in turn will forward the certification(s) to the federal awarding agency.

*Pursuant to Federal Rule, 10, Byrd Anti-Lobbying above, when federal funds are expended by Participating Public Agency, the Supplier certifies that during the term and after the awarded term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment. The undersigned further certifies:*

*No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.*

*If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.*

*The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) exceeding \$100,000 and that all subrecipients shall certify and disclose accordingly.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)

11. **Procurement of Recovered Materials.** Contractors must comply with Section 6002 of the Solid Waste Disposal Act when the purchase price is greater than \$10,000. In the performance of this contract, Contractor shall make maximum use of products containing recovered material that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the contract performance schedule; (ii) meeting contract performance requirements; or (iii) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideling-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
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**EXHIBIT F**  
**FEDERAL FUNDS CONTRACT PROVISIONS**

*Pursuant to Federal Rule, 11, Procurement of Recovered Materials above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier certifies it will be in compliance with Section 6002 of the Solid Waste Disposal Act.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)

- 12. Domestic Preferences for Procurements.** As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For the purposes of this clause, produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

*Pursuant to Federal Rule, 13, Domestic Preferences for Procurements above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier certifies that it will comply with this Domestic Preference for Procurements.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)

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**Supplier agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Supplier certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Company Name: Safeware, Inc.

Address, City, State, Zip Code: 4403 Forbes Blvd, Lanham, MD 20706

Phone: 301-683-1234

Fax: 301-683-1200

Printed Name of Authorized Signer: Mary Pelfrey

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**EXHIBIT F**  
**FEDERAL FUNDS CONTRACT PROVISIONS**

Email address of Authorized Signer: mpelfrey@safewareinc.com

Signature of Authorized Signer: 

Date: 05/13/2024

**EXHIBIT G**  
**FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)**  
**RECOMMENDED CONTRACT PROVISIONS**

Awarded Suppliers may need to respond to work that is being funded in whole or in part with emergency assistance provided by FEMA. Emergency assistance may be due to situations including, but not limited to, water damage, fire damage, biohazard cleanup, sewage decontamination, vandalism cleanup, deodorization, and/or wind damage during a disaster or an emergency.

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency (“FEMA”) grants, Supplier agrees to execute work in compliance with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to all FEMA requirements as set forth below when products and services are issued in response to an emergency or for disaster recovery. Supplier also agrees to the requirements in the Federal Funds Contract Provisions above.

**Definitions**

**Federal Emergency Management Agency (FEMA):** FEMA’s statutory mission is to reduce the loss of life and property and protect the Nation from all hazards, including natural disasters, acts of terrorism, and other man-made disasters, by leading and supporting the Nation in a risk-based, comprehensive emergency management system of preparedness, protection, response, recovery, and mitigation. Among other things;

- FEMA administers its programs and carries out its activities through its headquarters offices in Washington, D.C.; ten Regional Offices, Area Offices for the Pacific, Caribbean, and Alaska; various Recovery Offices; and temporary Joint Field Offices (JFO).
- FEMA administers numerous assistance programs annually for on a regular basis to increase the Nation’s preparedness, readiness and resilience to all hazards. These assistance programs are typically available to NFEs including, but not limited to, states, local governments, Indian Tribes, universities, hospitals, and certain private nonprofit organizations.
- Each program is governed by the applicable federal law, regulations, executive orders and FEMA program-specific policies. As the Federal awarding agency for these programs, FEMA is responsible for the proper management and administration of these programs as otherwise required by law and enforcing the terms of the agreements it enters with NFEs that receive FEMA financial assistance, consistent with the requirements at 2 CFR Part 200.

**2 CFR § 200.237 and 2 CFR Part 200, Appendix II, Required Contract Clauses**

1. Remedies

In the event a Participating Public Agency uses FEMA funds for more than the federal simplified acquisition threshold (SAT), currently set at \$250,000 for procurements made on or after June 20, 2018, Participating Public Agency will address the administrative, contractual,

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**EXHIBIT G**  
**FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)**  
**RECOMMENDED CONTRACT PROVISIONS**

and legal remedies with contractors in instances where contractors violate or breach contract terms, and must provide sanctions and penalties as appropriate.

For FEMA's Assistance to Firefighters Grant (AFG) program, the Contract shall include a clause addressing that non-delivery by the Contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the Contract, has been accepted by the recipient. This penalty clause does not apply for force majeure or acts of God.

2. Termination for Cause and Convenience

When FEMA funds are used, Participating Public Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Contractor or for convenience.

The right to terminate this Contract for convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to the Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Services in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Services not performed or for consequential damages of any kind.

3. Equal Employment Opportunity

Contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b).

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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**EXHIBIT G**  
**FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)**  
**RECOMMENDED CONTRACT PROVISIONS**

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
  - (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
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**EXHIBIT G**  
**FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)**  
**RECOMMENDED CONTRACT PROVISIONS**

- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation in ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practice when it participates in federal assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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**EXHIBIT G**  
**FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)**  
**RECOMMENDED CONTRACT PROVISIONS**

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Davis-Bacon Act

The Davis-Bacon Act applies to prime construction contracts over \$2,000 and only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the PA (Public Assistance) Program.**

All prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148). The Davis-Bacon Act is supplemented by Department of Labor regulations at 29 CFR Part 5 (Labor Standards Provisions Applicable to Contracts Covering federally Financed and Assisted Construction). See 2 CFR Part 200, Appendix II, § D.

Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, Contractors are required to pay wages at least once per week.

The NFE must place a copy of the Department of Labor's current prevailing wage determination in each solicitation. The decision to award must be conditioned on the acceptance of the wage determination. The NFE must report all suspected or reported violations to the federal awarding agency.

For any Contract subject to the Davis-Bacon Act, that Contract must also comply with the Copeland "Anti-Kickback" Act. See Section 5 below for additional information.

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**EXHIBIT G**  
**FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)**  
**RECOMMENDED CONTRACT PROVISIONS**

If applicable per the standard described above, the Participating Public Agency hereby incorporates the provisions at 29 CFR § 5.5(a)(1)-(5) into the Contract and all applicable Contractors must include these provisions in any Subcontracts.

5. Copeland “Anti-Kickback” Act

The Copeland “Anti-Kickback” Act prohibits workers on construction contracts from giving up wages that they are owed.

*Applicability:* For all prime construction contracts above \$2,000, when the Davis-Bacon Act applies, the Copeland “Anti-Kickback” Act also applies. In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback” Act. As with the Davis-Bacon Act, this provision only applies to certain FEMA grant and cooperative agreement programs as noted above in section 4. This Act does not apply to the Public Assistance (PA) Program.

*Contractor.* The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Contract.

*Subcontracts.* The Contractor or Subcontractor shall insert in any Subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The Prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all of these Contract clauses.

*Breach.* A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and Subcontractor as provided in 29 CFR § 5.12.

6. Contract Work Hours and Safety Standards Act

*Applicability:* This required Contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(1) *Overtime requirements.* No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation;* liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of 29 CFR § 5.5(b)(1)-(4) the Contractor and any

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**EXHIBIT G**  
**FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)**  
**RECOMMENDED CONTRACT PROVISIONS**

Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

- (3) *Withholding for unpaid wages and liquidated damages.* The Participating Public Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other federal Contract with the same Prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2).
- (4) *Subcontracts.* The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier Subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (b)(1) through (4).

Where contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 CFR § 5.1, the below additional compliance is required:

- (1) The Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.
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**EXHIBIT G**  
**FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)**  
**RECOMMENDED CONTRACT PROVISIONS**

7. Rights to Inventions Made Under a Contract or Agreement

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the 37 CFR Part 401 applies.

**This clause is not required for procurements under FEMA’s Public Assistance (PA) Program and does not apply to all FEMA grant and cooperative agreement programs.** The NFE will need to check with their applicable FEMA grant representative to determine if this provision is required for the procurement.

*Funding Agreements:* The regulation at 37 CFR § 401.2 defines funding agreement as “any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.”

8. Clean Air Act and Federal Water Pollution Control Act

This contract provision applies for all procurements over \$150,000.

“Clean Air Act”

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

“Federal Water Pollution Control Act”

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The Contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Participating Public Agency, Federal Emergency

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**EXHIBIT G**  
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Management Association (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

9. Debarment and Suspension

Applicability: This clause applies to all FEMA grant and cooperative agreement programs.

This Contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Participating Public Agency. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to Participating

Public Agency, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring compliance in its lower tier covered transactions.

10. Byrd Anti-Lobbying Amendment

Applicability: The Byrd Anti-Lobbying Amendment clause and certification are required for contracts of more than \$100,000, and for subcontracts of more than \$100,000.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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,

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**EXHIBIT G**  
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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. Each tier shall also 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 recipient who in turn will forward the certification(s) to the federal awarding agency.

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of her or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Safeware, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C Chap. 38,

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**EXHIBIT G**  
**FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)**  
**RECOMMENDED CONTRACT PROVISIONS**

Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



\_\_\_\_\_  
 Signature of Contractor's Authorized Official

Mary Pelfrey, Vice President

\_\_\_\_\_  
 Name and Title of Contractor's Authorized Official

05/13/2024

\_\_\_\_\_  
 Date

**11. Procurement of Recovered Materials**

**Applicability:** This provision applies to all procurements over \$10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**12. Prohibition on Contracting for Covered Telecommunications Equipment or Services**

**Applicability:** This provision is required for all awards/purchases issued on or after November 12, 2020.

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used

**EXHIBIT G**  
**FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)**  
**RECOMMENDED CONTRACT PROVISIONS**

in this clause.

(b) *Prohibitions.*

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 CFR § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
  - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system;  
or
  - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that used covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing:
    - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
    - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
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**EXHIBIT G**  
**FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)**  
**RECOMMENDED CONTRACT PROVISIONS**

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
  - i. Are not used as a substantial or essential component of any system; and
  - ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting Requirements.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a Subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The Contract number, the order number(s), if applicable; supplier name, supplier unique entity identifier (if known); supplier commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered
- (iii) telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this

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**EXHIBIT G**  
**FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)**  
**RECOMMENDED CONTRACT PROVISIONS**

paragraph (e), in all subcontracts and other contractual instruments.

13. Domestic Preferences for Procurements

Applicability: Applies for purchases in support of FEMA declarations and awards issued on or after November 12, 2020.

As appropriate, and to the extent consistent with the law, the Contractor, should to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

*For the purposes of this clause:*

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. Access to Records

The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or its authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

15. Changes

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**EXHIBIT G**  
**FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)**  
**RECOMMENDED CONTRACT PROVISIONS**

To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. See 2 CFR § 200.403.

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). Participating Public Agency should also consult with counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

16. DHS Seal, Logo, and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any Subcontracts.

17. Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

18. No Obligation by Federal Government

The federal government is not a party to this Contract and is not subject to any obligations or liabilities to the NFE, Contractor, or any other party pertaining to any matter resulting from the Contract. See 2 CFR § 200.318(k).

19. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

20. Affirmative Socioeconomic Steps

Applicability: For procurements under FEMA declarations and awards issued on or after November 12, 2020.

If Subcontracts are to be let, the Prime Contractor is required to take all necessary steps identified in 2 CFR § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The necessary steps are as follows:

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**EXHIBIT G**  
**FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)**  
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- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

21. Copyright and Data Rights

**Applicability:** When a Participating Public Agency enters into a Contract requiring a Contractor or Subcontractor to produce copyrightable subject matter and/or data for the Participating Public Agency under the award, the Participating Public Agency should include appropriate copyright and data licenses to meet its obligations under 2 CFR § 200.315(b) and (d), respectively.

The Contractor grants to the Participating Public Agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the Participating Public Agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the Participating Public Agency data first produced in the performance of this Contract and data required by the Contract but not first produced in the performance of this Contract in formats acceptable by the Participating Public Agency.

**Supplier agrees to comply will all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.**

Company Name: Safeware, Inc.

Address, City, State, Zip Code: 4403 Forbes Blvd, Lanham, MD 20706

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**EXHIBIT G**  
**FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)**  
**RECOMMENDED CONTRACT PROVISIONS**

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Phone: 301-683-1234

Fax: 301-683-1200

Printed Name of Authorized Signer: Mary Pelfrey

Email address of Authorized Signer: mpelfrey@safewareinc.com

Signature of Authorized Signer: 

Date: 05/13/2024

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**EXHIBIT H**  
**NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required by New Jersey statutes. All Suppliers submitting proposals must complete the following forms to meet the requirements of doing business in this state.

All forms in this Exhibit should be submitted as a part of your proposal response. Failure to comply will affect the ability to promote the Master Agreement in the State of New Jersey.

**Checklist of Documents Required**

INCLUDED IN PROPOSAL	ATTACHMENT	FORM
X	Attachment 1	Ownership Disclosure Form
X	Attachment 2	Non-Collusion Affidavit
X	Attachment 3	Affirmative Action Affidavit
X	Attachment 4	Political Contribution Disclosure Form
X	Attachment 5	Stockholder Disclosure Certification
X	Attachment 6	Certification of Non-Involvement in Prohibited Activities in Iran
X	Attachment 7	New Jersey Business Registration Certification

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- (1) All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
  - (2) Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
  - (3) Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
  - (4) Bid and Performance Security, as required by the applicable municipal or state statutes.
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**EXHIBIT H  
ATTACHMENT 1**

**OWNERSHIP DISCLOSURE FORM  
(N.J.S.A. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, c.440, the Supplier shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

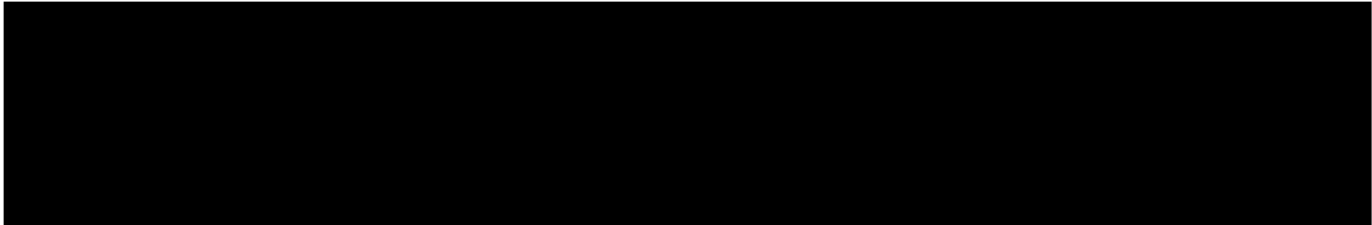
Company Name: Safeware, Inc.

Address: 4403 Forbes Blvd, Lanham, MD 20706

- |  |                                     |                          |
|--|-------------------------------------|--------------------------|
|  | Yes                                 | No                       |
| 1. The Company is a <b>Sole Proprietor</b> ; and therefore, no disclosure is necessary.<br><small>A sole proprietor is a person who owns an unincorporated business by him/herself.<br/>A limited liability company with a single member is not a Sole Proprietor.</small> | <input type="checkbox"/>            | <input type="checkbox"/> |
| 2. The Company is a <b>Corporation, Partnership, or Limited Liability Company</b> .  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If you answered **YES** to Question 2, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; (b) all individual partners in the partnership who own a 10% or greater interest therein; or, (c) all members in the limited liability company who own a 10% or greater interest therein. (Attach additional sheets as necessary.)

**If there are no stockholders, partners or members owning 10% or more interest, indicate "none".**



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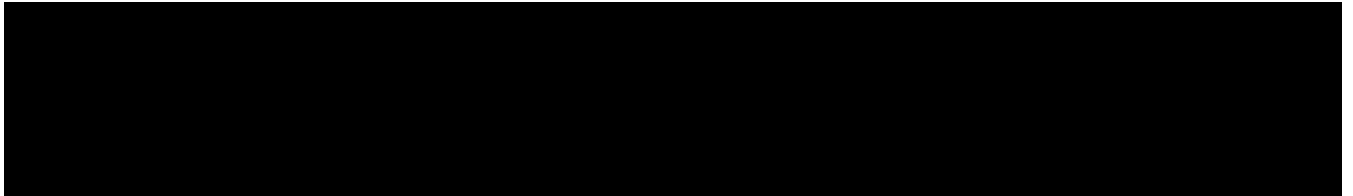
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- |  |                                     |                          |
|--|-------------------------------------|--------------------------|
|  | Yes                                 | No                       |
| 3. For each of the corporations, partnerships, or limited liability companies identified above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

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**EXHIBIT H  
ATTACHMENT 1**

**If there are no stockholders, partners or members owning 10% or more interest, indicate "none".**



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*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

Full Name: Mary Pelfrey

Title: Vice President

Signature:

Date: 05/16/2024

A handwritten signature in blue ink, appearing to read "Mary Pelfrey", is written below the signature label.

EXHIBIT H  
ATTACHMENT 2

NON-COLLUSION AFFIDAVIT  
N.J.S.A. 52:34-15

State of New Jersey  
County of \_\_\_\_\_

SS:

I, Mary Pelfrey residing in City of Charlotte (name of affiant)  
(name of municipality)  
in the County of Mecklenburg and State of North Carolina  
of full age, being duly sworn according to law on my oath depose  
and say that:

I am Vice President of the firm of Safeware, Inc.  
(title or position) (name of firm)

Safeware, Inc. the bidder making this Proposal for the bid  
Public Safety and Emergency Preparedness Equipment, and Related Products and Services  
entitled \_\_\_\_\_, and that I executed the said proposal with  
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement,  
participated in any collusion, or otherwise taken any action in restraint of free, competitive  
bidding in connection with the above-named project; and that all statements contained in said  
proposal and in this affidavit are true and correct, and made with full knowledge that the  
Hillsborough County Public Schools, Florida relies upon the truth of the statements  
contained in said Proposal  
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or  
secure such contract upon an agreement or understanding for a commission, percentage,  
brokerage, or contingent fee, except bona fide employees or bona fide established  
commercial or selling agencies maintained by  
Safeware, Inc.  
(name of firm)

Subscribed and sworn to

before me this day

[Signature]  
Signature

May 16<sup>th</sup>, 2024  
[Signature]  
Notary public of North Carolina

Mary Pelfrey  
(Type or print name of affiant under signature)  
Notary Public  
Mecklenburg County, NC  
My Commission Exp 05/02/2028

My Commission expires 05/02/2028



**EXHIBIT H  
ATTACHMENT 3**

**AFFIRMATIVE ACTION AFFIDAVIT  
P.L. 1975, c.127**

Company Name: Safeware, Inc. \_\_\_\_\_

Address: 4403 Forbes Blvd, Lanham, MD 20706 \_\_\_\_\_

**Proposal Certification:** Indicate below your company’s compliance with New Jersey Affirmative Action regulations. Company’s proposal will be accepted even if not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Documentation:**

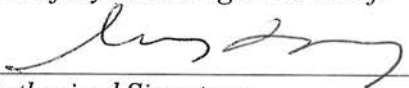
The Supplier shall submit with its proposal, ONE of the following three documents:

- (1) Letter of Federal Affirmative Action Plan Approval
- (2) Certificate of Employee Information Report ✓
- (3) Employee Information Report Form AA302

**Public Work – Project Cost over \$50,000:**

- (1) If company has no approved Federal or New Jersey Affirmative Action Plan. Company will complete New Jersey Form AA-201 upon award; or
- (2) Company has a Federal or New Jersey Affirmative Action Plan – certificate is enclosed.

*I further certify the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

  
\_\_\_\_\_  
*Authorized Signature*

Mary Pelfrey  
\_\_\_\_\_  
*Printed Name*

Vice President  
\_\_\_\_\_  
*Title*

5/16/2024  
\_\_\_\_\_  
*Date*

\_\_\_\_\_

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Mar-2022 to 15-Mar-2025**

**SAFEWARE, INC.  
4403 FORBES BLVD.  
LANHAM**

**MD 20706**



*Elizabeth Maher Muoio*  
**ELIZABETH MAHER MUOIO**  
State Treasurer

**EXHIBIT H  
ATTACHMENT 3**

**MANDATORY AFFIRMATIVE ACTION LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority

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**EXHIBIT H**  
**ATTACHMENT 3**

and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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*Signature of Procurement Agent*

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## EXHIBIT H ATTACHMENT 4

### C.271 POLITICAL CONTRIBUTION DISCLOSURE FORM

#### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
  2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
  3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
  4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
    - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    - d. The form may be used “as-is”, subject to edits as described herein.
    - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of
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**EXHIBIT H**  
**ATTACHMENT 4**

paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.

- f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
  5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**
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**EXHIBIT H  
ATTACHMENT 4**

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM  
Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific

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**EXHIBIT H**  
**ATTACHMENT 4**

committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

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**EXHIBIT H  
ATTACHMENT 4**

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM  
Required Pursuant to N.J.S.A. 19:44A-20.26**

**This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.**

**Part I – Vendor Information**

Vendor Name:	Safeware, Inc.		
Address:	4403 Forbes Blvd.		
City:	Lanham	State: MD	Zip: 20706

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Mary Pelfrey
Vice President

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Signature
Printed Name
Title

**Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

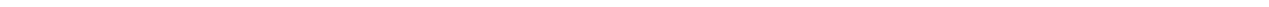
Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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**EXHIBIT H  
ATTACHMENT 4**

Check here if the information is continued on subsequent page(s)



**EXHIBIT H  
ATTACHMENT 4**

**List of Agencies with Elected Officials Required for Political  
Contribution Disclosure**

**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

**County:**

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR  
DOWNLOAD FROM [the Pay to Play section](#) OF THE DLGS  
WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.**

Not Applicable

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**EXHIBIT H  
ATTACHMENT 4**

Not applicable

**EXHIBIT H  
ATTACHMENT 5**

**STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:** Safeware, Inc.

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

Partnership  
Proprietorship

Corporation

Sole

Limited Partnership

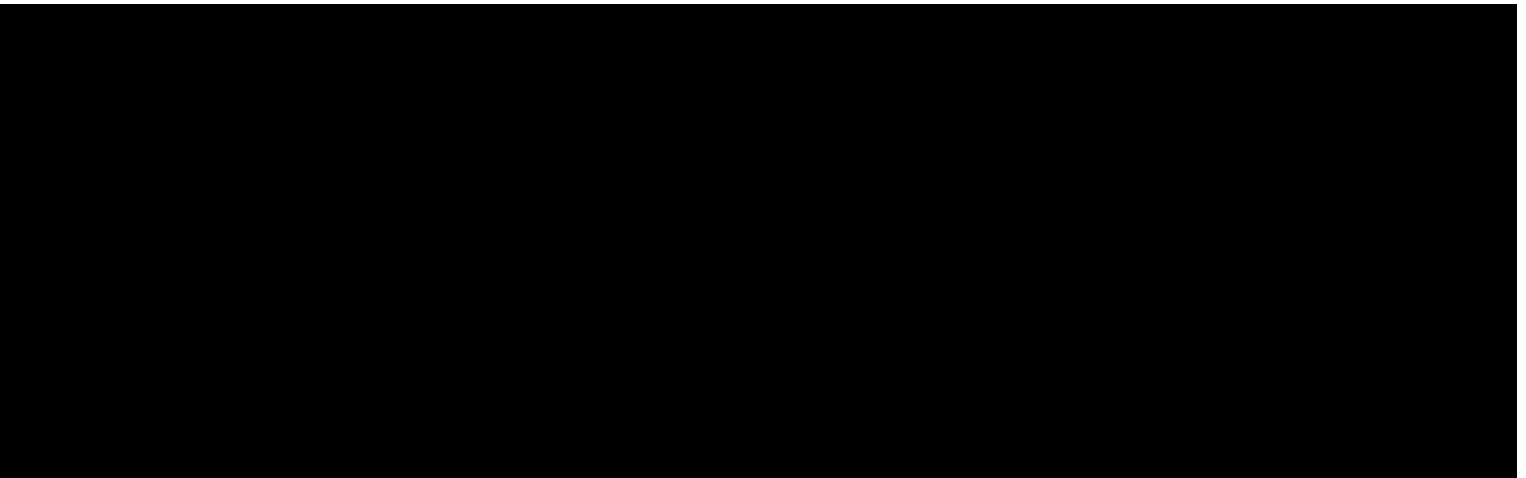
Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

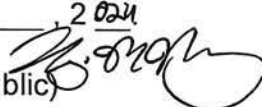
**Sign and notarize the form below, and, if necessary, complete the stockholder list below. Use more space as necessary.**

Stockholders:



**EXHIBIT H  
ATTACHMENT 5**

Subscribed and sworn before me this 16 day of

May, 2024  
  
(Notary Public)

My Commission expires: 05/02/2028

  
\_\_\_\_\_  
(Affiant)

Mary Pelfroy, Vice-President  
\_\_\_\_\_  
(Print name & title of affiant)

(Corporate Seal)

O'Hagi M. McGriff  
Notary Public  
Mecklenburg County, NC  
My Commission Exp 05/02/2028

**EXHIBIT H**  
**ATTACHMENT 6**

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN**

Pursuant to N.J.S.A. 52:32-58, Suppliers must certify that neither the Supplier, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f).

Suppliers wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

<https://www.state.nj.us/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf>

Suppliers should submit the above completed form as part of their proposal.

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DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: 24101-RFP-DST Public Safety and Emergency Preparedness Equipment, and Related Products and Services

VENDOR NAME: Safeware, Inc.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran.

CHECK THE APPROPRIATE BOX

[X] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

[ ] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Blank lines for providing details on entity engaged in investment activities.

Duration of Engagement
Anticipated Cessation Date

Blank lines for providing duration and cessation date.

\*Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature [Handwritten Signature]

05/16/2024
Date

Mary Pelfrey, Vice President
Print Name and Title



**EXHIBIT H  
ATTACHMENT 7**

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
(N.J.S.A. 52:32-44)**

Suppliers wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate as a part of their proposal. Failure to do so will disqualify the Supplier from offering products or services in New Jersey through any resulting contract.

[State of NJ - Department of the Treasury - Division of Revenue Business Registration Certificate](#)

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**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**  
**(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: <b>SAFEWARE INC</b>	TRADE NAME:	
ADDRESS: <b>4403 FORBES BLVD LANHAM MD 20706</b>	SEQUENCE NUMBER: <b>0093615</b>	
EFFECTIVE DATE: <b>08/28/89</b>	ISSUANCE DATE: <b>03/01/19</b>	
FORM-BRC 104-001-12018ARV	 Director New Jersey Division of Revenue	
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

**TAB 7. COST/BEST VALUE**

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

**TAB 7 COST/BEST VALUE****7.1 PRICE SHEET**

The Proposer must submit the following information as part of the cost proposal:

Provide in Attachment B (Pricing Sheet) the proposed pricing using a fixed percentage discount from a manufacturer price list, or other objectively verifiable criteria, for each product category in Section 1.2 above. Multiple discounts may be provided for each product category.

Provide in Attachment C (Market Basket) the price for each item based on the discount proposed in the Pricing Sheet. Please note that this is not a core list or high volume items, and does not solely determine lowest price.

Proposers must provide required information for each item listed in Attachment C to include:

- Manufacturer part number;
- Supplier product number; and
- Identify category (per Attachment B) for each item.

**Attachment B, Pricing Sheet**

Safeware's proposed pricing model for this contract is a **Fixed Percentage Discount from Safeware's Catalog**. A uniform discount taken from the published Safeware Catalog Price will be offered across all product categories in this contract, and a separate discount will be offered for all services and training. The discounts will be applicable for all products and services in the Safeware Catalog, which encompasses individual price files for each of our vendor partners. We have over 240 current Catalog Price files available online for Participating Public Agencies. See Safeware, Inc. Attachment B Pricing for discounts by Category and a Supplier/Manufacture list of available product lines.

Through this contract, Hillsborough County Public Schools and Participating Public Agencies will receive a 41% discount off Safeware Catalog Price for products and a 10% discount for Services and Training.

To maintain transparency and accuracy, Safeware commits to updating contract pricing in real-time on our website. Our pricing reflects the ceiling price for the contract, with the assurance that the stated contract discounts will not decrease throughout the contract's lifespan. While

we understand the importance of consistency, Safeware also reserves the flexibility to reduce contract prices as needed, ensuring competitiveness in dynamic market conditions.

Contract pricing, available online, is updated in real-time, and quarterly. The posted price lists will demonstrate the current contract pricing. Quarterly, Safeware will provide Hillsborough County Public Schools with an updated Contract Supplier List, along with a list of price files that have been updated in the previous three months. Upon request, we will provide copies of the updated price lists, which can also be found online.

Safeware's online website is <https://www.safewareinc.com>. To access search features and current contract pricing, please use the following username and password:



#### **Attachment C, Market Basket**

Safeware's Market Basket is enclosed as Attachment C, Safeware, Inc. Market Basket. Safeware understands that this is not a core list or high volume items and the Market Basket does not solely determine lowest price. It is intended for evaluation purposes only. All unit prices are based on established Safeware Catalog Price in effect at the time of submission.

**RFP#24101-RFP-DST**

**Public Safety and Emergency Preparedness  
Equipment, and Related Products and  
Services**

**Attachment B  
Safeware, Inc. Pricing**

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 **SAFEWARE®**

**ATTACHMENT B**

**HILLSBOROUGH COUNTY SCHOOLS, FL**

**24101-RFP-DST Public Safety and Emergency Preparedness Equipment and Related Products and Services**

**Pricing Sheet - REQUIRED FORM**

**Vendor Name: Safeware, Inc.**

**Proposers must complete all information below per the instructions included in this RFP. Proposer is responsible for verifying all information**

<b>Item #</b>	<b>Product Category</b>	<b>Fixed Discount % from Safeware Catalog Price</b>
1	Personal Protective Equipment	41% Discount for Products 10% Discount on Services and Training
2	Explosive Device Mitigation and Remediation Equipment	41% Discount for Products 10% Discount on Services and Training
3	Air Purification	41% Discount for Products 10% Discount on Services and Training
4	Information Technology	41% Discount for Products 10% Discount on Services and Training
5	Cyber Security Enhancement Equipment and Services	41% Discount for Products 10% Discount on Services and Training
6	Interoperable Communications Equipment	41% Discount for Products 10% Discount on Services and Training
7	Metal Detection Equipment	41% Discount for Products 10% Discount on Services and Training
8	Detection Equipment	41% Discount for Products 10% Discount on Services and Training
9	Decontamination Equipment	41% Discount for Products 10% Discount on Services and Training
10	Medical Supplies	41% Discount for Products 10% Discount on Services and Training
11	Power Equipment	41% Discount for Products 10% Discount on Services and Training
12	Classroom Cleanliness/Hygiene Products	41% Discount for Products 10% Discount on Services and Training
13	Physical Security	41% Discount for Products 10% Discount on Services and Training
14	Window Film	41% Discount for Products 10% Discount on Services and Training
15	Inspection and Screening Systems	41% Discount for Products 10% Discount on Services and Training
16	CBRNE Equipment, Training, Reference Material	41% Discount for Products 10% Discount on Services and Training
17	Intervention Equipment	41% Discount for Products 10% Discount on Services and Training
18	Perimeter Security	41% Discount for Products 10% Discount on Services and Training
19	Law Enforcement Equipment	41% Discount for Products 10% Discount on Services and Training
20	Vehicles and Vehicle Upfitting	41% Discount for Products 10% Discount on Services and Training
21	Related Products and Services	41% Discount for Products 10% Discount on Services and Training
22	All Other Non-Listed Emergency and Public Preparedness, Law Enforcement, and Fire Equipment	41% Discount for Products 10% Discount on Services and Training

**To Access Any Published Safeware Catalogs:**

Customers may request a login to access the password protected portion of Safeware's website to find Safeware catalogs. Customers may also request PDF copies of individual price files from their sales or customer success representative via email.

A direct link to our file-sharing website can also be shared upon request so customers can access the latest price files without logging into our website.

Public Safety and Emergency Preparedness Equipment, and Related Products and Services

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## #

120WaterAudit, LLC  
20/20 Genesystems  
343 Fire  
3M Fall Protection/ DBI-  
Capital Safety  
3M Occupational Health &  
Safety  
5.11 INC  
8:12 Illumination  
908 Devices Inc.

## A

A P Buck Inc  
AARON Environmental  
ABUS LOCK COMPANY  
Accuform Manufacturing  
ACE K9  
Acme United Corporation  
(First Aid Only)  
Acme Whistles  
Action Target  
(Law Enforcement Targets)  
Activu Corporation  
Advanced Entertainment  
Technology  
Advanced Security  
Technologies LLC  
Advantage Environmental  
Lighting  
ADVNT Biotechnologies  
AEMC Instruments  
Aero Healthcare  
AERVOE INDUSTRIES  
Affordable Drill Towers  
Agile Mesh  
Agilent Technologies  
AGM Global Vision  
Ahlborn Equipment

AHS Rescue LLC  
Aimpoint  
Air Shelters (*prev. Zumro*)  
Air Systems International  
AirBoss Defense Group  
Aircraft Dynamics Corp.  
Airdata UAV, Inc  
Airpower Inc.  
Airstar Safety  
Airworx Unmanned  
Solutions  
Aker Leather  
Akron Brass  
Alco Target Company  
Alexeter Technologies  
All Hands Fire Equipment  
Allegro Industries  
Allen-Vanguard LLC  
Alpha Tech Pet, Inc.  
ALS  
Alternate Force  
Altor Safety  
Ambry Equipment  
American Defense  
Structures LLC  
American Legion Flags  
Alliance Fire and Rescue  
American Signal  
Corporation  
American Technologies  
Network  
Ameripack  
AmeriQual Group LLC  
Ampco Safety Tools  
Analytical Technology  
Anchor Industries Inc.  
Anderson Rescue Solutions  
Angel Armor, LLC  
Ansell Edmont  
Apple, Inc

Archangel Device  
ArcTeryx Equipment Inc.  
Arctic Compressor  
Argon Electronics  
ARI  
Arizona Instrument LLC  
Armadillo Tactical Gear  
Armor Express  
Armor Guys  
Arrowhead Forensics  
ASP, Inc.  
Astral Buoyancy  
Astrophysics Inc.  
Asylon Robotics  
Atlanco TruSpec  
Atlantic Safety Products  
Atlantic Signal  
ATN  
Augmented Training  
Systems  
Austin Air Systems, LTD  
Autel  
Auto Body Innovations Inc.  
Autoclear  
Avenge, Inc.  
Avon Protection

## B

B and H Photo Video  
Badger Ordnance  
B-Air Blowers  
Banom Brand  
Baroness  
Bates  
Batteries, Inc.  
Bayco Products Inc.  
BC3 Technologies  
Benchmade Knives  
Berkeley Nucleonics Corp.



GovMVMT Supplier List

Bertin Environics  
 Better Way Inc  
 Big Ass Fans  
 Bianchi  
 Bio Shield Technologies  
 BioFire Defense, LLC  
 Biomeme  
 Black Diamond Equipment  
 Black Diamond Group  
 Blackhawk Industries  
     Product Group  
 Blackline  
 Blaze Defense  
 Blauer MFG Co, Inc  
 Blue 360 Media  
 Blueguns  
 BlueLink  
 Bluewater Ropes  
 Bolle  
 Bone Clones, Inc.  
 Bone Safety Signs  
 Boston Leather  
 Bounce Imaging  
 Boyt Tactical  
 Bramic Creative Business  
     Products  
 Brady Worldwide, Inc.  
 Break Free  
 Breathing Air Systems  
 Bridgehill  
 Brief Relief  
 Brinc Drones  
 Brita  
 Brite Strike  
 Broco  
 Brownells  
 Bruker  
 BTNX  
 Buckeye Fire Equipment  
     Company  
 Buckingham  
     Manufacturing Co  
 Bullard

Bulwark  
 Bushnell  
 Bust A Cap, Inc.  
 Butler Creek  
 BW Technologies

**C**

C&S Supply  
 Call 2 Recycle  
 Camelbak Products, LLC  
 Camero-Tech  
 Canberra Industries  
 Canon  
 Cardiac Science  
 Carter Bag Inc  
 Cascade Designs, Inc.  
 Cascade Rescue  
 Castle K-9 Inc  
 CavCom  
 CDW  
 CEIA USA  
 Cellblock FCS, LLC  
 Certified Safety Mfg  
 ChemPacs  
 Chewy.com  
 Chicago Protective Apparel  
 Chinook Medical Gear  
 Cintel LLC  
 CMC Rescue Inc.  
 CMMG  
 Coastal Environmental  
     Systems  
 Coaxsher  
 Code Red Headsets  
 Cold Cut Systems  
 Cold Fire Tactical  
 Cold Steel  
 Combat Support Products  
 Combat Medical Systems  
 Combined Systems  
 Command Arms

Communications Vehicle  
     Service  
 Complete Canine Training  
 Complete Environmental  
     Products  
 Condor Outdoor Products  
 Conterra  
 Cordova Safety Products  
 CORE Survival, Inc.  
 Coretex Products, Inc.  
 Cortina Safety Products  
 Covenant Security  
     Equipment  
 CrewBoss  
 Crime Point, Inc.  
 Crimson Trace  
 Crowcon Detection  
     Instruments  
 Critical RF, Inc.  
 Crye Precision  
 CTL Scientific Supply  
 Corp CTS Thompson  
 Handcuffs  
     & Restraints  
 Cyalume Technology Inc.  
 Custom Armor Group  
 Custom Canine Unlimited

**D**

D4H Technologies  
 Damascus Worldwide Inc.  
 Daniel Defense LLC  
 Daniels Equipment  
 Danner  
 Dataminr, Inc  
 Dayton Armor  
 Decon7 Systems LLC  
 Defco  
 Defense Technology  
 Defibtech  
 Delta McKenzie Targets  
 Deployed Logix (DLX)

GovMVMT Supplier List

Safeware, Inc.  
RFP #24101-RFP-DST

Public Safety and Emergency Preparedness Equipment and Related  
Products and Services

2024

DeSantis  
 DetectaChem LLC  
 Detection Services, Inc.  
 Dexsil Corp  
 DFND Technologies, LLC  
 DH Wireless Solutions  
 DHS Systems LLC  
 Diamond Wipes  
     International  
 Diamondback Fire &  
     Rescue, Inc.  
 Dicke Safety Products  
 Disc-O-Bed  
 Dive Rescue International  
 Diving Unlimited  
     International (DUI)  
 DJI Industrial Inc.  
 DMS Protective Equipment  
 Dogsport Gear  
 Done Hume  
 Draeger Safety, Inc.  
 Dragon Rescue  
 Drone Nerds  
 Dronesense  
 Dunlop Protective  
     Footwear  
 Duo-Safety Ladder Corp.  
 DuPont Personal  
     Protection  
 Dupont RelyOn Products

**E**

E& I Sales Co.  
 Earhugger Safety  
 Eastcom Associates, Inc.  
 Eberlestock  
 E-Collar Technologies, Inc.  
 Edge Eyewear (*Wolf Peak*)  
 Edwards & Cromwell Mfg.  
 EGW  
 Elbeco  
 Elga

Elite K-9  
 Elkhart Brass  
     Manufacturing Company  
 Ellwood Safety Appliance  
 Emesent  
 Emergent Devices  
 EMI  
 Encon Safety  
 Energy Product  
 EOTech Inc.  
 ERB/Delta-Plus (*prev. Elvex*)  
 Ergodyne Corporation  
 ESS, Inc.  
 ESSCOE, LLC  
 Euramco Safety Inc.  
 Evac Systems Fire &  
     Rescue Equip  
 Everbridge, Inc.  
 Evident, Inc  
 Exertis NA  
 Exxel/Kelty  
 E-Z Up

**F**

FallTech  
 Faro Technologies, Inc.  
 Fast Rescue Solutions  
 FD Company Identifiers  
 Feld Fire  
 Fenix Tactical  
 Field Controls LLC  
 Field Forensics  
 Fire Hooks Unlimited  
 Fire Suppression Solutions  
 FireCraft  
 Fire-Dex (*TECGEN*)  
 Firehouse Innovations  
 Firehouse Systems, Inc.  
 Firehouse Technology  
 Firewipes  
 First Line Technology, LLC  
 First Tactical

FirstSpear, LLC  
 Firstwatch  
 Fisher Healthcare  
 FIST - Training Suits  
 FIX IT STICKS  
 Flame Fighter  
 Flash Fire Industries  
 Flashpoint Fire Equipment  
 FLEX FIT  
 Fly Motion  
 Florian Industries, Inc. dba  
     JNJ Roof Prop  
 Fluke  
 FlyAbility  
 Flying Cross  
 FN America  
 Fobus  
 Fol-Da-Tank  
 Force 1 Decon  
 Force 6 Worldwide, Inc.  
 Fortem Technologies  
 Foster & Freeman USA Inc.  
 Forensics Source  
 Fox Labs  
 Fox40 USA Inc.  
 FoxFury  
 Franklin  
 Fraser Optics  
 Fred Marvin Associates  
 Frogg Toggs (*Guntersville  
     Breathables*)  
 Fruit of the Loom  
 FSI NORTH AMERICA  
 Fytertech Nonwovens (*NPS  
     Corporation*)

**G**

Galco Gunleather  
 Galvion Ballistics  
 Gardaworld Federal  
     Services  
 Garmin

Garrett Electronics, Inc.  
Gas Clip Technologies  
Gasco  
Gatorz Eyewear  
Gear Wash (*prev. Minerva  
Bunker Gear Cleaners*)  
Gemtor Inc.  
Genasys Inc. (*LRAD  
Corporation*)  
Generac Power Systems  
Genesis Rescue Systems  
Gentex  
Gerber Blades  
Gerson (*Louis M Gerson Co*)  
Getz Manufacturing  
GFG Instrumentation  
GH Armor Systems  
Gibson & Barnes  
Gladiator Protective  
Glo Germ  
Global Assets Integrated  
Global Glove & Safety Mfg  
Global Industrial  
Glove Guard  
Gloves For Professionals  
(*GFP*)  
Goal Zero LLC  
Gorrie-Regan, Inc.  
Golden Engineering  
Gould & Goodrich  
GOVRED Technology, Inc  
GPC, Inc  
(*Go Professional Cases*)  
Grace Industries  
Graphene Composites  
Gresco Utility Supply, Inc.  
Groves Inc/Ready Rack  
Guardian Fall Protection  
Gulf Highway Equipment  
GVS North America

**H**

H&H Medical Corporation

HAIX North America Inc.  
Hallmark K9  
Haltz Gloves  
Hardwire  
Harken  
Harris Industries  
Hatch  
Hawk Analytics  
Haws Corporation  
HAZ/MAT DQE INC  
HAZARD3 LLC  
HazSim, LLC  
HAZTECH SYSTEMS INC  
HDT Expeditionary  
Systems, Inc  
HeartStarts, LLC  
Helly Hansen, Inc.  
HemoStat Laboratories  
Heros Pride  
Hesco Armor, Inc.  
Hex Armor  
Higgins Corporation  
High Sierra Electronics  
High Speed Gear  
Highcom Armor Solutions  
Hill's Pet Nutrition  
Hilti  
Holmatro, Inc.  
Holosun  
Honeywell Analytics Dist.  
Honeywell Safety  
Hook-Fast Specialties  
Hoppe's  
Hoque Grips  
Horace G Ilderton  
Horace Small  
Hoss Boots  
Hurd's Custom Machinery  
Husqvarna Construction  
Products  
Husqvarna Lawn & Garden  
Huxwrx Safety Co.  
HWI Gear, Inc.

Hyde Tools  
Hygiena

**I**

I.Miller Precision Optical  
ICOM  
Icor Technologies  
Ideal Blasting Supply  
Ideal Products  
Impacto Protective Prod  
Implus, LLC  
In Our Gear  
Indian Springs  
Industrial Scientific  
Inert Products, LLC  
Inficon  
Inka  
Inmar Marine Group  
Innovent  
Innovtronics  
Inova  
Integrity Medical Solutions  
Intelegard  
Intermountain Specialty  
Gases  
International Satellite  
Services  
INTOXIMETERS INC  
Intrepid Networks  
Invisio Communications  
Iridium Satellite  
Communications  
Ironwear  
Isolation Systems Inc

**J**

J&N Tactical LLC  
Jameson, LLC  
Jan Gunworks  
Jackson Safety  
JBC Corp.

Jersey Tactical Corp.  
JME Ellsworth  
John Tillman  
Jones & Bartlett Learning  
Jotto Desk  
Junkin Safety Appliance  
Justrite Manufacturing Co.

**K**

K-9 Defense  
K9Power  
KA-BAR  
Kappler  
Kask America  
Kershaw Knives  
Key Fire Hose  
Keystone Adjustable Cap  
Kidde Fire Fighting  
Kidde Fire Trainers Inc  
Kiesler's Police Supply  
Kimberly Clark Safety  
Kimtek Corporation  
Kinco International Inc.  
King Training Innovations  
Kirila Fire Training  
Facilities  
Knight's Armament Co.  
Koehler-Bright Star, Inc.  
Koolmore Supply  
Krackeler Scientific  
Kratos Public Safety  
Kromek eV Products  
Kunz Glove  
Kustom Signals Inc  
KwikSafety

**L**

L.O.C.T. Associates  
L2 Defense  
L3 Harris  
Lacrosse Footwear

Lafferty Equipment  
Manufacturing, Inc.  
Lakeland Industries  
Lansky Sharpener  
Laurus System  
Lavi Industries  
Lawrence Factor  
LDV, Inc.  
Leatherman  
Leavitt Communications  
Leeds Precision  
Instruments  
Leader North America, Inc  
Leica  
Lenco Industries  
Leupold  
Liberty Safety  
Life Fitness  
Life Jacket  
LINEV Systems (*prev. ADANI*)  
Lion Apparel  
LIQUID I.V.  
Little Giant Ladder  
Logos Imaging LLC  
Long Range Accuracy (*LRA*)  
Ludlum  
Lund Industries, Inc.  
Lyman Brands  
Lynn Peavey Company

**M**

M+A Matting LLC  
Mace  
Magda International  
Mag-Lite  
Majestic Fire Apparel  
Majestic Glove  
Mantis  
Mantis Tech LLC  
Mapa Professional  
Masimo  
Massif

Master Lock Co.  
MasterTent USA Inc.  
Max Pro  
McMaster-Carr Supply  
MCR Safety  
MDI WorldWide  
MDG  
Mec-Gar  
Mechanix  
Medcognition, Inc.  
MedEng  
Medify Air  
Medline Industries, Inc  
MEDTECH FORENSICS, INC.  
Meggitt Training Systems  
Mehler Law Enforcement  
Meltblown Technologies  
Meret  
Meridian Medical  
Metrohm USA, Inc.  
Merrell  
MesaLabs  
Metrasens Inc  
Mexpedition  
Micro Essential Laboratory  
Micro-Distributing  
Micronel Safety  
Mid Atlantic Rescue  
Systems, Inc.  
Millet  
Milwaukee  
Mine Safety Appliances  
Mirion Technologies  
Mistral Security  
Misty Mountain  
Threadworks, Inc.  
Mithix Pro  
Mitico  
Mitigation Technologies  
ML Kishigo Co  
Mobile Specialty Vehicles  
Mobotix  
MOD Armory

Moldex-Metric, Inc.  
Monadnock  
Morovision Night Vision  
Morphix Technologies  
Morpho Detection Inc  
Mountain Horse Solutions  
MPH  
Mpower Electronics  
MSDSonline  
Mustang Survival Inc.  
Mutual Industries  
Myers Mini Barns  
Mystery Ranch Backpacks

**N**

Nanuk  
National Band & Tag  
Company  
National Foam / Kidde Fire  
Fighting  
National Marker Company  
National Towelette  
Natural Animal Nutrition  
Nautics Technical  
Surveillance Corp  
New Pig  
NEXTTEQ  
Night Flight Concepts  
Night Optics USA, Inc.  
Night Vision Devices  
NightOps Tactical Inc.  
Nitecore Store  
NIITEK, Chemring  
Nite-Ize  
NOIR Laser Company  
Nomad Global  
Communications Solutions  
Norma Precision  
North American Rescue  
North American Signal Co.  
Northwest Hazmat  
NOV-8 Safety

NowForce  
NRS  
NSA (*National Safety  
Apparel*)  
Nupla

**O**

O2 Tactical  
Oberon Company  
Occunomix International  
Ocean Technology  
Systems (*OTS*)  
Oceanid Water Rescue  
Craft  
OEL Worldwide Industries  
OHD LLC  
Oil-Dri Corporation  
OK Fine Productions  
OneRain Inc.  
Onguard Industries, LLC  
Original SWAT  
Orion Management, LLC  
Orion Safety Products  
(*Standard Fusees*)  
Osborne Pet Supply  
Osen-Hunter Group LLC  
Otis  
OTTE Gear  
Otter Box  
Own the Night

**P**

P&I Supply  
PACT INC. (*Practical Applied  
Computer Technology*)  
Paladin Defense Services  
Paraclete  
Paratech Incorporated  
Paris Corporation (*Weego*)  
Parrot  
Patriot3 Inc.  
Paulson MFG Corporation  
Peerless

Pelican Products, Inc.  
Pendar Technologies  
Pepperball  
PerSys Medical  
Petzl  
PF Distribution Center, Inc.  
PGI, INC  
Philips  
PHILLIPS PET FOOD  
Phokus  
Photonis  
Physio-Control  
PI VARIABLES, INC. (*PI-LIT*)  
PIP (*Protective Industrial  
Products*)  
Plum Laboratories  
PMI (*Pigeon Mountain  
Industries Inc.*)  
Polariod  
Polaris  
Polimaster, Inc.  
Polymath Interscience  
Porta Gas  
Posse-Box  
Potters Industries  
Premier Crown  
Primary Weapons Systems  
Princeton Tec  
Pro Hands  
Pro Warrington  
Procom Incorporated  
Proengin Inc.  
Pro-gard Products  
Progressive Emergency  
Products LLC  
Pro-Line Safety Products  
Pro-Lok  
ProPac Inc  
Propper International  
Pro-Safe Fire Training  
System  
Props America Inc  
Prospan Manufacturing

Protech Armor Systems  
Protech Tactical  
Protech VIP LTD  
PTC Instruments  
PV Stop  
Pyramex Safety

**Q**

QinetiQ  
Quicksilver Analytics  
QuiqLite

**R**

R & B Fabrications, Inc.  
R&R Lotion  
RADeCO, Inc.  
Radians, Inc.  
RAE Systems  
Rainbow Technology  
Rainwear  
RAISE3D Technologies  
Rapiscan Systems  
Rave Mobile Safety  
Raven Concealment  
Systems  
Ray Allen Mfg.  
Ray-Ban  
Recon Power Bikes  
Red Head Brass LLC  
Red Kap  
Red Line Oil  
Red Stitch Tactical  
Redline Communications  
RedMan Training Gear  
RedTail LiDAR Systems  
Redwave Technology  
REFLECTIVE APPAREL  
REFRIGIWEAR INC.  
REI  
Remington  
Remotec, Inc.  
Rescom Sales Inc

Rescue 42  
Rescue Essentials  
Rescue in Color  
Rescue Intellitech  
Rescue Northwest  
Rescue ONE Boats  
Rescue Source  
Rescue Technology  
Resilience Tactical  
Response Biomedical Corp  
Reusable Transport  
Packaging  
Revision Military Ltd  
Rex Specs  
Rice Hydro Equipment Mfg  
Rigaku Analytical Devices  
Ringers Gloves  
RIT Rescue & Escape  
Systems  
Rite in the Rain  
RKI Instruments, Inc.  
Roadside Safety Supply Inc  
Roberts Oxygen Company  
Rock Exotica  
Rock-N-Rescue by J.E.  
Weinel  
Rogue Fitness  
Rologard  
Rothco  
Royal Arms International  
RPB Safety  
RSR Group  
Ruggon

**S**

S & J Entrance & Window  
Specialist Inc  
S Freedman & Sons  
S&S Precision  
Sabre (*Security Equipment  
Corporation*)  
Safariland  
Safeguard Medical

Safehouse Signs Inc.  
Safetec of America, Inc.  
Safety Lamp of Houston  
Safety Vision  
Safran/Optics1 (*PRG USA*)  
Sage Control Ordnance  
Saint Gobain  
Salisbury Electrical Safety  
Salomon  
SAM Medical  
Samuel Broome Uniform  
Accessories  
SAN HITEC  
Sandoval Custom  
Creations, Inc.  
SAS Safety Corp.  
Satcom Direct  
Saunders  
Savox Communications  
Sawyer Products, Inc.  
SC Johnson Professional  
SceneDoc Inc.  
Schaefer Ventilation  
School Safety Solution, LLC  
Schrade Knives & Tools  
Scott Aerator Co  
Scott Safety  
Second Chance  
SecureTech Systems, Inc.  
Seek Thermal, Inc.  
Seeker Metal Detectors  
SEER Technology  
Selex ES, Inc.  
Sellmark  
Sempermed USA  
Sensidyne  
Sensit Technologies  
SENVA  
Serengeti Eyewear  
SERICORE TECHNOLOGIES  
Serstech AB  
SET Breaching  
Setcom Corporations

GovMVMT Supplier List

Safeware, Inc.  
RFP #24101-RFP-DST

Public Safety and Emergency Preparedness Equipment and Related  
Products and Services

2024

SHARPLOGIXX, LLC  
Shelby Gloves  
Shokz  
Showa Best Glove  
Signetix  
Sigtronics  
Silent Partner  
Technologies  
Silicon Forensics  
Silynx Communications  
Simmons  
Simulaids, Inc  
Sirchie  
SKB Cases  
Skydio  
SKYFISH  
Skylotec  
SkySafe  
SmartWater CSI  
SMC International Corp  
SMC Seattle  
Manufacturing  
Corporation  
Smith & Wesson  
Smith and Warren  
Smith Optics  
Smith's Detection Inc.  
Snugpak  
SOG Knives  
Sons of Liberty Gun Works  
Sorinex Exercise  
Equipment  
SolGreen Solutions Corp.  
Sound Room Solutions  
Speakman Safety  
Special Operations Bunker  
Spencer Manufacturing  
Spiewak & Sons, Inc.  
Spiritus Systems  
Spilldam Environmental  
Spyderco  
Sqwincher Corporation  
SRN Systems, Inc.

Stalker Radar  
(Applied Concepts, Inc)  
Stallion Leather  
Stanco Safety Products  
Starchase  
Starlink  
StatPacks  
Steck Manufacturing  
Company, Inc.  
Steel Grip  
Steiner Binoculars  
Sterling  
Stewart R. Browne Mfg  
Company  
Stop Stick, LTD.  
Stratus Support Systems  
STRAX Americas  
Streamlight  
Strong Leather Company  
Stryker EMS  
Summit Racing Equipment  
Super Seer Corporation  
Superior Glove Works  
Supervac  
SureFire  
SureWerx  
SV3 Solutions  
SW Safety Solutions  
SwabTek (VERITEQUE USA)  
Symetrica Inc.

**T**

Tab Gear  
TacMed Solutions  
Tactical Command  
Industries  
Tactical Electronics  
TAPCO  
Tasco  
Task Force Tips Inc.  
Taylortec, Inc  
Team Equipment

Team Wendy  
Techline Technologies, Inc.  
Techniche International  
TechOps Specialty Vehicles  
Teel Technologies  
Teledyne FLIR Commercial  
Systems Inc.  
Teledyne FLIR Defense  
Teledyne FLIR Detection  
Teledyne FLIR Unmanned  
Ground Systems  
Teleflex (prev. Z-Medica)  
Tele-Lite Inc.  
Tempest Technology  
TemPure Scientific  
Teufelberger  
The Janz Corporation  
The Lockdown Company  
The Marvel Group  
The Safety Zone  
The Vestige Group LLC  
Thermo Fisher Eberline  
Thermo Scientific PAI, Inc.  
Thorogood by LION  
Ti Training  
Timberland Pro  
Tingley Rubber  
Corporation  
Tisch Scientific  
TMDE Calibration Labs.  
Tomahawk Live Trap  
Trailerlogic  
Transland  
TRELLEBORG  
Tool Logic  
Total Safety Solutions B.V.  
Toxic Suppression  
Trademark  
Traffix Devices  
Trijicon  
Trikke Tech  
Tritech Forensics  
Triton Sensors

Troy Sheet Metal Works  
Truckvault Inc.  
True North Gear LLC  
Truetech, Inc.  
TSI Incorporated  
TufLoc  
Tyco Fire Protection  
Products  
TYR Tactical

**U**

UF Pro  
Uline  
Ultratech International  
Uncle Mike's  
Under Armor  
Underwater Kinetics  
Uniphos Envirotronic Inc  
United Shield International  
United Site Services of MD  
Unity Tactical  
US Night Vision  
Corporation  
US21, Inc.  
UTM Ultimate Training  
Munitions

**V**

V.H. Blackinton & Co. Inc.  
Vaness K9  
Vanguard  
Velocity Systems  
Veridian Limited  
Vertex (*Fechheimer*)  
Viavi Solutions  
Vetted Security Solutions  
Victory Innovations Co.  
Vigilant Solutions  
Viken Detection  
Viking  
VIKTOS LLC  
Vinylworks

VirTra Systems, Inc.  
VizCon LLC  
Vohne Liche  
Vorbeck  
Vortex Optics  
VUGate

**W**

W B Johnson and  
Associates  
Walter A Wood Supply  
Wanco  
Warwick Mills / Turtleskin  
WaterShed  
Watson Gloves  
Warwood Tool Co  
Weather Control Inc  
Wells Lamont Industry  
Group  
West Chester Holdings Inc.  
West Marine Products dba  
Port Supply  
Western Shelter Systems  
Wilcox Industries Corp.  
Wiley X Inc  
Willard Packaging Co.  
Williams Direct Dryers  
Wolfpack Gear Inc.  
Workrite  
Workwear Outfitters

**X**

Xcel Wetsuits  
Xenex Disinfection  
Services Inc.  
XGO /Longworth  
Industries  
Xpower Manufacture, Inc.

**Y**

Yaffy Protective

Yale Cordage  
Yates Gear Inc

**Z**

Zak Tool  
Zanfel Laboratories, Inc.  
Zeiglers Distributor  
Zero Point  
Zero Water  
Ziamatic Corporation  
Zodi Outback Gear  
Zodiac of North America  
Zoll Medical



**RFP#24101-RFP-DST**

**Public Safety and Emergency Preparedness  
Equipment, and Related Products and  
Services**

**Attachment C**

**Safeware, Inc. Market Basket**

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 **SAFEWARE<sup>®</sup>**

**ATTACHMENT C**

**HILLSBOROUGH COUNTY SCHOOLS, FL**

**RFP #24101-RFP-DST Public Safety and Emergency Preparedness Equipment and Related Products and Services**

**Market Basket Pricing Analysis - REQUIRED FORM**

**Proposers must complete all information below per the instructions included in this RFP. Proposer is responsible for verifying all information is correct.**

Item Number	Manufacturer Name	Manufacturer Part Number	Product Description	Manufacturer Part Number (If different from Column C)	Supplier Part Number	Supplier Category (Attachment B)	Unit of Measure	Quantity	Discount Percent (%)
1	MEDIFY AIR	MA-112R-1	Replacement Filter Set, MA-112, Set/2		MED MA-112R-1	3	ST	18000	41%
2	MEDIFY AIR	MA-112-W1	Air Purifier, MA-112 V2.0, White		MED MA-112-W1	3	EA	3500	41%
3	MEDIFY AIR	MA-50R-1	Replacement Filter, MA-50 H13		MED MA-50R-1	3	EA	18400	41%
4	Acon	L031-118B5	Acon Flowflex COVID-19 Antigen Home Test		ACON L031-118B5	10	EA	110000	41%
5	MEDIFY AIR	MA-50-W1	Air Purifier + UV, MA-50, Single, White		MED MA-50-W1	3	EA	15000	41%
6	MEDIFY AIR	MA-50-W1-V3.0	Air Purifier MA-50 V3.0, White-		MED MA-50 V3.0	3	EA	13600	41%
7	LINEV SYSTEMS	ADN154.00.00.000-DV	LINEV Body Scanner, COMPASS SMART DV		ADA ADN154.00.00.000-DV	15	EA	20	41%
8	CEIA	108960-LTE	OPENGATE Weapons Detection System		CEIA 108960-LTE	7	EA	180	41%
9	MEDIFY AIR	MA-40E-1	Replacement Filter Set, MA-40 H13		MED MA-40E-1	3	ST	49000	41%
10	FlowFlex	BFLX-OTC-COV19	FlowFlex Covid-19 OTC Test Kit		BAC BFLX-OTC-COV19	10	KT	398000	41%
11	Acon	L031-118B5EUA	Acon Flowflex COVID-19 Antigen Home Test		ACON L031-118B5EUA	10	EA	140800	41%
12	Metrasens	01-09-03-US	Metrasens Ultra with Xact ID		MTR 01-09-03-US	7	EA	90	41%
13	Lion	CVBM-32-BLK	Turnout Coat, V-Force Bi-Swing Coat, BLK		LIO CVBM-32	1	EA	800	41%
14	ADS	AD5BR	American Defense Armorcoat Level III		ADS AD5BR	14	EA	40	41%
15	MEDIFY AIR	MA-40-W1	Air Purifier, MA-40, Single, White		MED MA-40-W1	12	EA	5000	41%
16	Activu	1904909931	Aktive Cleaning and Disinfection Wipes		AKT 1904909931	12	PA	60000	41%
17	RSI	RS-350-2N	Spectroscopic Backpack system		RSI RS-350-2N	16	EA	20	41%
18	Avon	70501-556	CS0 First Responder Kit MED		AVO 70501-556	1	EA	24000	41%
19	STVS	E53	STVS E53 Millimeter Wave Body Inspection		STV E53	7	EA	6	41%
20	Skydio	SKYXZEKIT102NA	Skydio X2E Starter Kit, 5GHz, C/T		SKY SKYXZEKIT102NA	13	EA	80	41%
21	Safariland	8002581	EOD 10E Helmet Pkg, Olive Drab		MED 8002581	2	EA	70	41%
22	DeltaPro	DELTAPRO-1600W-US	DeltaPro Portable Power Station		ECF DELTAPRO-1600W-US	11	EA	325	41%
23	Zoll Medical	GSA-80C-S	Powerheart G5 AED, Fully Auto with		CSC GSA-80C-S	10	EA	800	41%
24	Lion	PVFM/F-BLK	Turnout Pant, V-Force Pant, BLK		LIO PVFM	1	EA	825	41%
25	Teledyne FLIR	R425-GN	FLIR identIFINDER R425-GN		FLIR R425-GN	16	EA	50	41%
26	United Shield	STD-24X36-III+LW-HH-WVP	Shield, 24x36x6, LW III+ w/Viewport Horizontal Handle		USI STD-24X36-III+LW-HH-WVP	1	EA	175	41%
27	Govred	Apex Officer Training Simulator	Apex Officer - Pro Training Simulator		GVT APEX OFFICER PTSS	5	EA	10	41%
28	Teledyne FLIR	103-032-0002	Griffin G510 Field Ready Kit		FLIR 103-032-0002	8	EA	5	41%
29	Teledyne FLIR	R700-GN	identIFINDER R700 BRD		FLIR R700-GN	8	EA	20	41%
30	Abbott	195-000	Abbott BinaxNOW COVID-19 Ag Card, 40/BX		ABB 195-000	10	BX	2100	41%
31	Avon	72806-3	CTCF50 Riot Agent Filter 4/pk		AVO 72806-3	1	PK	4700	41%
32	908 DEVICES INC.	MX908-01-1-0-03-01	MX908 Mass Spec Chem Detection System		908 MX908-01-1-0-03-01	8	EA	10	41%
33	Avon	72850-15	FMS4 APR Assembly, Twin Port MED		AVO 72850-15	1	EA	1080	41%
34	Deployed Logix	SXMRP32HCT	X-32 // TAN // MISSION READY PACKAGE		DLX SXMRP32HCT	15	EA	20	41%
35	LINEV SYSTEMS	ADN190.00.00.000	LINEV Body Scanner, CLEARPASS, Single		ADA ADN190.00.00.000	15	EA	5	41%
36	Safariland	8002579	Suit EOD 10E, Olive Drab, Large		MED 8002579	2	EA	35	41%
37	Avon	70501-188	CS0 APR Assembly, Twin Port MED		AVO 70501-188	1	EA	1900	41%
38	Eotech	EOT-BINO-AI-B-W	BinoNV-W Bino, 2376 MIN FOM, ESA, WP		EOT EOT-BINO-AI-B-W	17	EA	130	41%
39	Avon	70501-697-7	FMS4 Twin Port Specialist Rspndr: Kit MED		AVO 70501-697-7	1	EA	750	41%
40	Total Safety Solutions	EPH2NA1	Emergency Plug KIT, US Version		TSS EPH2NA1	11	EA	700	41%
41	Hazard	8-OS-RBRBEC	Hazard3 Training, Battery Emergency 8HR		HZ3 8-OS-RBRBEC	21	EA	100	10%
42	Avon	72602-2	CBRNCF50 CBRN Filter (each)		AVO 72602-2	1	EA	10800	41%
43	Baroness	LM551B LHM62 (9), 5.0mm Bedknife, LED			BAR LM551B531Q830	18	EA	5	41%
44	Daniel Defense	02-128-7344-047	DDM4 V7 S. BLACK		DAN 02-128-7344-047	22	EA	250	41%
45	Jacobs Technology	201472-012	BASE STATION NG - Base System		JTI 201472-012	8	EA	2	41%
46	Icor	MINI-123	ICOR Robot, Mini-CALIBER		ICO MINI-123	2	EA	10	41%
47	Genbio	RA9-E00302	Genbio COVID-19 Rapid Self-Test Kit		GEN RA9-E00302 BULK	10	BX	65000	41%
48	Avon	602651	Voice Projection Unit Gen II		AVO 602651	1	EA	850	41%
49	Redwave	200-00-0020	Redwave ThreatID GLS, FTIR		RED 200-00-0020	8	EA	10	41%
50	Redwave	300-00-0001	XplorIR Handheld Gas Identification		RED 300-00-0001	8	EA	10	41%
51	Deployed Logix	TLRRC24B	Year: 2022 DLX Cargo Traller		DLX TLRRC24B	20	EA	15	41%
52	CEIA	SMD600PLUS/PZ-0973	SMD600PLUS/PZ Metal Detector, 720mm, w/		CEIA SMD600PLUS/PZ-0973	7	EA	40	41%
53	ProEngin	M910 E00 003	UC AP4C Chemical Detector Kit		PRO M910 E00 003	16	EA	15	41%
54	TacMed Solutions	KGS-TFX-EMITT-ASL-1	EMITT ASL Amputation Trauma Trainer		TMS KGS-TFX-EMITT-ASL-1	10	EA	5	41%
56	TacMed Solutions	KGS-TFX-EMITT-TMU-1	EMITT TM Upper Trauma Trainer		TMS KGS-TFX-EMITT-TMU-1	10	EA	7	41%
57	Beechcraft	N162ST	Beechcraft E90 King Air N162ST Avionics		MAY N162ST	22	EA	1	41%
58	TransGlobal Business	STARLIGHT 250	TransGlobal Business Systems Starlight		TBS STARLIGHT 250	4	EA	1	41%
59	RING POWER	CAT299D3	NIJ Level IV Armored Caterpillar Multi		CAT 299D3	17	EA	1	41%
60	United Shield	ACH-MICH-MIL-III-A-LG-BLK-BOA	ACH Mich Mil-Level IIIA w/BOA Large		USI MCH-III-A-4DPSBOA-BLK-LG	1	EA	1000	41%
61	Safariland	8002578	Suit EOD 10E, Olive Drab, Medium		MED 8002578	2	EA	20	41%
62	908 DEVICES INC.	MX908-02-1-0-03-00	MX908-c52, MX908-c, handheld mass		908 MX908-02-1-0-03-00	8	EA	5	41%
63	Teledyne FLIR	72202-0303TAA	FLIR K65 320x240 Kit, NFPA w/Kxx InTruck		FLIR 72202-0303TAA	17	EA	50	41%
64	Kappler	F5H582-91 LG/XL	Frontline 500 TE Suit, Silver, LG/XL, FE		KAP F5H582-91 LG/XL	1	CS	175	41%
65	Avon	70501-555	CS0 First Responder Kit LGE		AVO 70501-555	1	EA	700	41%
66	Pendar	100010-00	Pendar X10 Handheld Raman Detector		PEN 100010-00	2	EA	5	41%
67	Anixter	HVC-150C	HVC Power Cabinet, 150C-150kW		ANX HVC-150C	11	EA	2	41%
68	MSA	A-G1N851311A1AAA1	G1 SCBA, 60 MIN Carbon, 4500 PSI		MSA A-G1N851311A1AAA1	1	EA	100	41%

**ATTACHMENT C**

**HILLSBOROUGH COUNTY SCHOOLS, FL**

**RFP #24101-RFP-DST Public Safety and Emergency Preparedness Equipment and Related Products and Services**

**Market Basket Pricing Analysis - REQUIRED FORM**

**Proposers must complete all information below per the instructions included in this RFP. Proposer is responsible for verifying all information is correct.**

Item Number	Manufacturer Name	Manufacturer Part Number	Product Description	Manufacturer Part Number (If different from Column C)	Supplier Part Number	Supplier Category (Attachment B)	Unit of Measure	Quantity	Discount Percent (%)	
69	Jacobs Technology	201472-007	BASE STATION NG - FTX Card		JTI 201472-007	8	EA	3	41%	
70	EcoFlow Technology	EFDELTA2MAX-US	EcoFlow DELTA 2 Max Portable Power		ECF EFDELTA2MAX-US	11	EA	200	41%	
71	Teledyne FLIR	72202-0303	E65 320x240 Thermal Camera Kit, NFFA		FLIR 72202-0303	17	EA	60	41%	
72	Logos	90095 1637 K	STENOS 14x17 Flat Panel Kit		LOG 90095 1637 K	2	EA	10	41%	
73	SaunaRay	CDU1	Single Bike Decon Unit		SAU CDU1	9	EA	30	41%	
74	Smiths Detection	6040C	Smiths 6040C, X-Ray Inspection System		SMI 6040C	15	EA	10	41%	
75	3M Occupational Health & Safety	7012511828	Cylinder & Valve, QD, Carbon, 45/3300		SCO 200970-01	1	EA	250	41%	
76	Pepperball	104-81-0375	PepperBall LIVE-X PAVA [OC] PwdrProj 375		PEP 104-81-0375	17	JR	240	41%	
77	Venture Tactical	PNV-V-BS0	Vyper Binocular w/Standard Optics		VNT PNV-V-BS0	19	EA	40	41%	
78	Serstech	ARX-001-BNEH	Serstech Arx, Handheld Raman, w/Library		SER ARX-001-BNEH	8	EA	10	41%	
79	Blackline	J-G7EXO-X-P-FHMO-NA2-3Y	G7EXO Area Monitor, LEL-MPS, H2S,		BLS J-G7EXO-X-P-FHMO-NA2-3Y	8	EA	40	41%	
80	United Shield	ACH-MICH-MIL-III-MD-BLK-80A	ACH Mich Mil-Level IIIA w/80A Medium		USI MCH-III-A-4D5P80A-BLK-MD	1	EA	800	41%	
81	Armor Express	R2RM3ARG2BRV	Ballistic Panels, Razor IIIA, Male		ARM R2RM3ARG2BRV	1	ST	325	41%	
82	Teledyne FLIR	EW5-R700-GN-4	Warranty, IDENTIFINDER R700-GN 4-1R Ext.		FLR EW5-R700-GN-4	8	EA	15	41%	
83	RadeCo	CQUIGV-A-IR-DT	Turn-Key Cerberus Robot Kit		RAD CQUIGV-A-IR-DT	2	EA	1	41%	
84	Redwave	200-00-2010	Redwave ThreatID Gas Module		RED 200-00-2010	8	EA	10	41%	
85	Avon	71601-11	C30/PM30 Voice Projection Unit w/ Mic		AVO 71601-11	1	EA	675	41%	
86	Deployed Logic	PLDGK15F	12KW (15kVA) GENERATOR		DLX PLDGK15F	11	EA	15	41%	
87	First Line Technologies	FDK-06-612/2	Dahlgren Decon FDK-06-612/2		FLT FDK-06-612/2	9	KT	2800	41%	
88	JBC	R590045CT3M64	Revolution PVC Traffic Cone, Orange, 36"		JBC R590045CT3M64	18	EA	12000	41%	
89	Safariland	4976294	Helmet EOD 9N Olive Drab		MED 4976294	2	EA	20	41%	
90	Autel	102001823	Autel Robotics EVO Max 4T Bundle		AUT 102001823	19	EA	30	41%	
91	Adi	24-01925004	AXIS Q6315-LE PTZ Network Camera		AXI 01925-004	4	EA	80	41%	
92	Avon	70501-187	C30 APR Assembly, Twin Port LGE		AVO 70501-187	1	EA	800	41%	
93	Blauer	RW29435AG-XL-R	RC3 Ensemble, Giv, Class 3, XLR, Coyote		BLR RW29435AG-XL-R	1	EA	190	41%	
94	United Shield	DK6-H.1305	Retro Fit Riot Face Shield 6"		USI DK6-H.1305	19	EA	3300	41%	
95	L3 Technologies	BNG-001-A48M	Binocular Night Vision Device AN/PVS-31		L3H BNG-001-A48M	19	EA	20	41%	
96	TNVC	TNVD/TNVS-L3WP-BLK-1	TNVC TNVD/TNVS-1 [FPD Stop] Gen3		TNVC TNVC-TNVD/TNVS-L3WP-BLK-1	22	EA	20	41%	
97	MSA	A-G1N75131JA1AAA1	G1 Industrial SCBA, 4500 PSI, 60 Min.		MSA A-G1N75131JA1AAA1	1	EA	80	41%	
98	DMS Protective	BAG680	Public Order Equipment Bag, 80 Liter		DMS 80 LTR	1	EA	4500	41%	
99	Savox	0113-01-011M	Com-Space USAR Task Force Kit M		SAV 0113-01-011M	6	EA	10	41%	
100	SWS	N189475	Glove, Green/White PF Nitrile 3mil, XL		SWS PF-063-093-NRG/ECO/BAL-GR/WT XL	1	CS	2300	41%	
101	Skydio	SKYSAESW123	Skydio Autonomy Enterprise, X2E		SKY SKYSAESW123	17	YR	30	41%	
102	Avon	70501-537	C30 First Responder Kit SML		AVO 70501-537	1	EA	475	41%	
103	Genasys	100X-BLK-MAG-SYS	LRAD System, 100X, HS Mag Mnt, BLK, CH14		LRAD 100X-BLK-MAG-SYS	13	EA	15	41%	
104	Jacobs Technology	201473-001	BASE STATION NG - BMUX		JTI 201473-001	8	EA	2	41%	
105	Jacobs Technology	201370-002	Standard Vehicle Integration + Vehicle		JTI 201370-002	20	EA	3	41%	
106	National Restroom	ADA 10 STATION	32ft Restroom Trailer w/900 gallon waste		NRT ADA 10 STATION	20	EA	2	41%	
107	DMS Protective	SHP/ARM LG	Public Order Shoulder/upper arm guard, LG		DMS SHP/ARM LG	1	PR	2000	41%	
108	Safariland	4976722	Suit EOD 9N, Olive Drab, Medium		MED 4976722	2	EA	10	41%	
109	Lysol	04650	LYSOL ORIGINAL SCENT, 19OZ		REC 04650	12	CS	2400	41%	
110	DMS Protective	RSHD	Public Order Scorpion Solo Shield		DMS RSHD	1	EA	1200	41%	
111	Louis M Gerson Co	083230+	Respirator, Surgical N95, Disposable		GER 3230+	1	CS	1700	41%	
112	MSA	10046370	CBRN Canister		MSA 10046370	1	EA	3400	41%	
113	Strax	49649	AVO+ KN95 Face Mask, Adult, Black, 30 PK		SAI 49649	1	PK	13000	41%	
114	Indicald	2110400	Indicald COVID-19 Test Device, 25/BX		PSI 2110400	10	BX	1000	41%	
115	Jacobs Technology	201472-000	BASE STATION NG - FTX Card (w/3G)		JTI 201472-000	8	EA	3	41%	
116	Skydio	SKYEK300NA	Skydio 2+ Enterprise Kit, Hardware		SKY SKYEK300NA	18	KT	120	41%	
117	Deployed Logic	CCHVAC3T5	XACT 3.5 HVAC		DLX CCHVAC3T5	11	EA	15	41%	
118	Mirion Technologies	ACCURAD	AccuRad Personal Radiation Detector		MIR ACCURAD	8	EA	160	41%	
119	3M Occupational Health & Safety	7100232940	Aura Particulate Respirator, N95		MMM 9205+ BULK	1	CS	700	41%	
120	Avon	70501-633	PC30 APR Assembly, Twin Port, MED		AVO 70501-633	1	EA	880	41%	
121	DMS Protective	SHP/ARM MD	Public Order Shoulder/upper arm guard, MD		DMS SHP/ARM MD	1	PR	1800	41%	
122	Luxfer Magtech	M295	Decontamination Kit Glove Pack M295	DISCONTINUED BY MANUFACTURER			9	EA	1050	
123	D7	7001709	Ambidextrous Squeeze Trigger Tactical Decontamination Spray 14oz		DCT 7001709	9	EA	3070	41%	
124	3M Occupational Health & Safety	520-02-23801	Beik Decontaminable 30in x 2in		MMM 520-02-23801	9	EA	250	41%	
125	RAE Systems	MCB3-A1C112E-020	Pro Pumped Portable Radiation & Chemical Multi-gas Monitor		RAE MCB3-A1C112E-020	9	EA	500	41%	
<b>Totals:</b>										

**TAB 8. INSURANCE REQUIREMENTS**

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**TAB 8. INSURANCE REQUIREMENTS**

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**8.1 TO BE SUBMITTED WITH THE PROPOSAL**

**8.1.1 Proof of Insurance.** The Proposer must provide proof of insurance. Also, upon award, at its own expense, the Contractor must always maintain an insurance policy in effect during the performance of this Agreement with an insurance company licensed or authorized to do business in the State of Florida having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the below coverage amounts. Failure of the Contractor to maintain the required insurance will constitute a material breach entitling HCPS to immediately terminate the Award for default.

**8.2 UPON RECEIPT OF NOTICE OF AWARD**

Upon receipt of a notice of intent to award, at their own expense, the Contractor must always maintain an insurance policy in effect during the performance of this Agreement with an insurance company licensed or authorized to do business in the State of Florida having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the below coverage amounts. Failure of the Consultant must maintain the required insurance will constitute a material breach entitling HCPS to immediately terminate this Agreement for default.

**8.2.1 Workers’ Compensation and Employers’ Liability.** Per Chapter 440, F.S., the Contractor must comply with all requirements of the State of Florida Division of Workers’ Compensation. The Workers’ Compensation insurance coverage (inclusive of any amount provided by an umbrella or excess policy). Coverage shall be for all its employees connected with the services of this Agreement. Unless insured by the Contractor, the Contractor shall require its subcontractors similarly to provide Workers’ Compensation Insurance for all subcontractor employees.

If the Contractor is exempt from or does not have Workers’ Compensation insurance the Hillsborough County Public Schools’ Hold Harmless Form must be signed, notarized, and forwarded to Procurement Services.

Employers’ Liability/Accident	\$100,000
Disease Policy Limit	\$500,000
Disease Each Employee	\$100,000

**8.2.2 Commercial/General Liability Insurance (Occurrence Form Only).** If marked, the Contractor must 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.

Description	Minimum Limits
General Aggregate	\$1,000,000
Each Occurrence	\$500,000
Products/Completed Operations Aggregate	\$500,000
Personal and Advertising Injury	\$500,000
Damage to Rented Premises [Fire Legal Liability]	\$50,000
Medical Payments	\$5,000

**THE CONTRACTOR MUST LIST HILLSBOROUGH COUNTY PUBLIC SCHOOLS, 901 E. KENNEDY BLVD., TAMPA, FL 33602 AS “CERTIFICATE HOLDER” AND “ADDITIONAL INSURED” ON THE SUBMITTED CERTIFICATE OF INSURANCE.**

**8.2.3 Auto Liability Insurance.** During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent. However, automobiles that stay on public roads and parking lots only need to have insurance as required by the State of Florida to operate on public roadways.

Description	Minimum Limits
Bodily Injury [per person/per accident]	\$500,000

Personal Injury Protection (No Fault)	\$10,000
Property Damage	\$500,000
Hired – Non-Owned Liability	\$500,000
Medical Payments	\$5,000
Combined Single Limit [in lieu of above split limits]	\$1,000,000

**8.2.4 No Waiver of Sovereign Immunity.** Nothing herein contained shall be deemed or construed as a waiver of sovereign immunity as provided by § 768.28, F.S., by any agency or political subdivision to which sovereign immunity may be applicable.

**8.2.5 Out-of-State Employers.** Out-of-state employers must notify their insurance carrier that they are working in Florida. If there is no insurance, the out-of-state employer is required to obtain a Florida Workers’ Compensation Insurance policy with a Florida-approved insurance carrier, which meets the requirements of Florida law and the Florida Insurance Code.

THE SIGNATURE BELOW ACKNOWLEDGES THAT THE PROPOSER HAS READ THIS SECTION BEFORE SUBMITTING A PROPOSAL IS READY, WILLING, AND ABLE TO FULFILL THE APPLICABLE OBLIGATIONS PER THE STATED REQUIREMENTS AND IS SUBMITTING A BID WITHOUT COLLUSION WITH ANY OTHER INDIVIDUAL OR FIRM.

Safeware, Inc.

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Organization Name

Mary Pelfrey

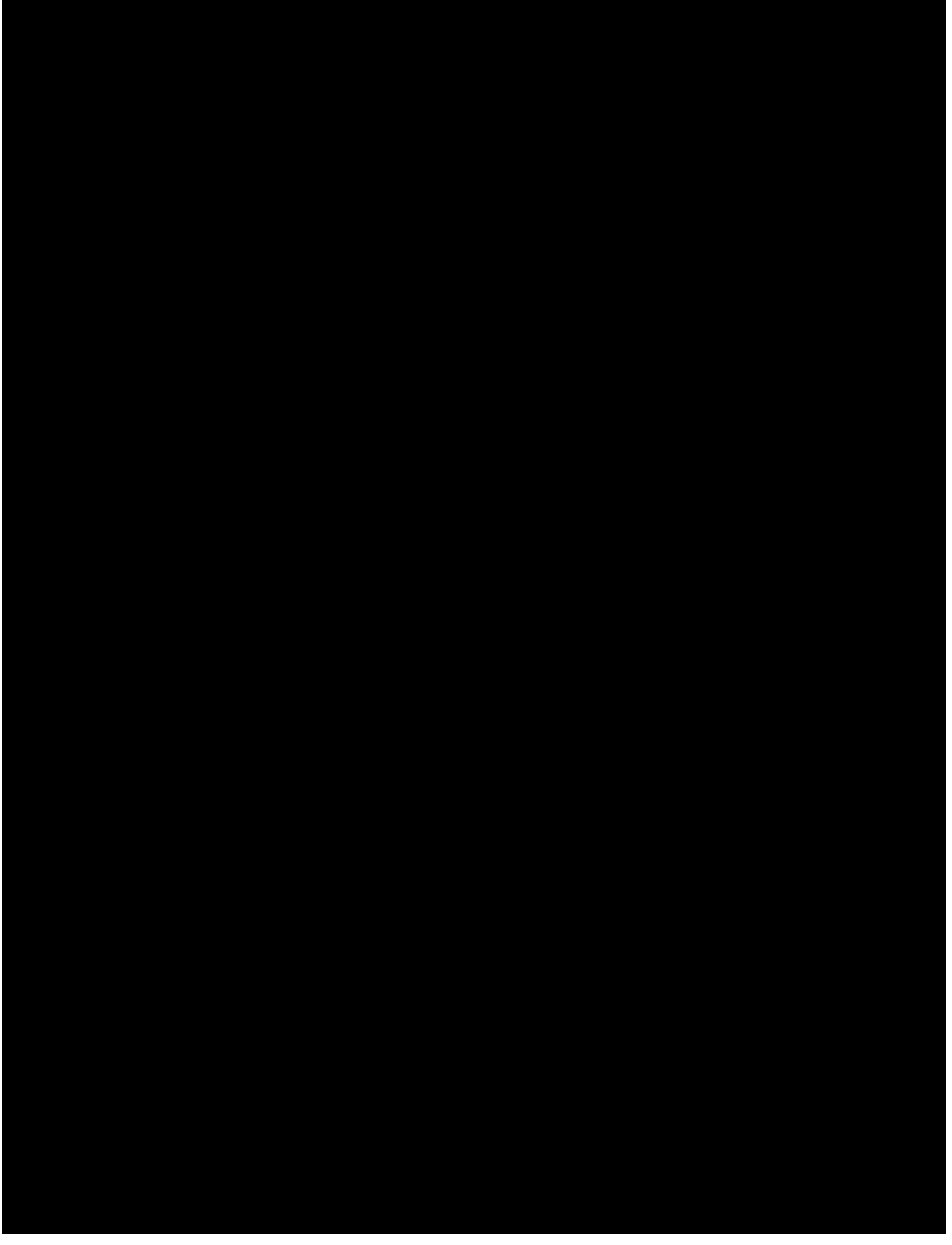
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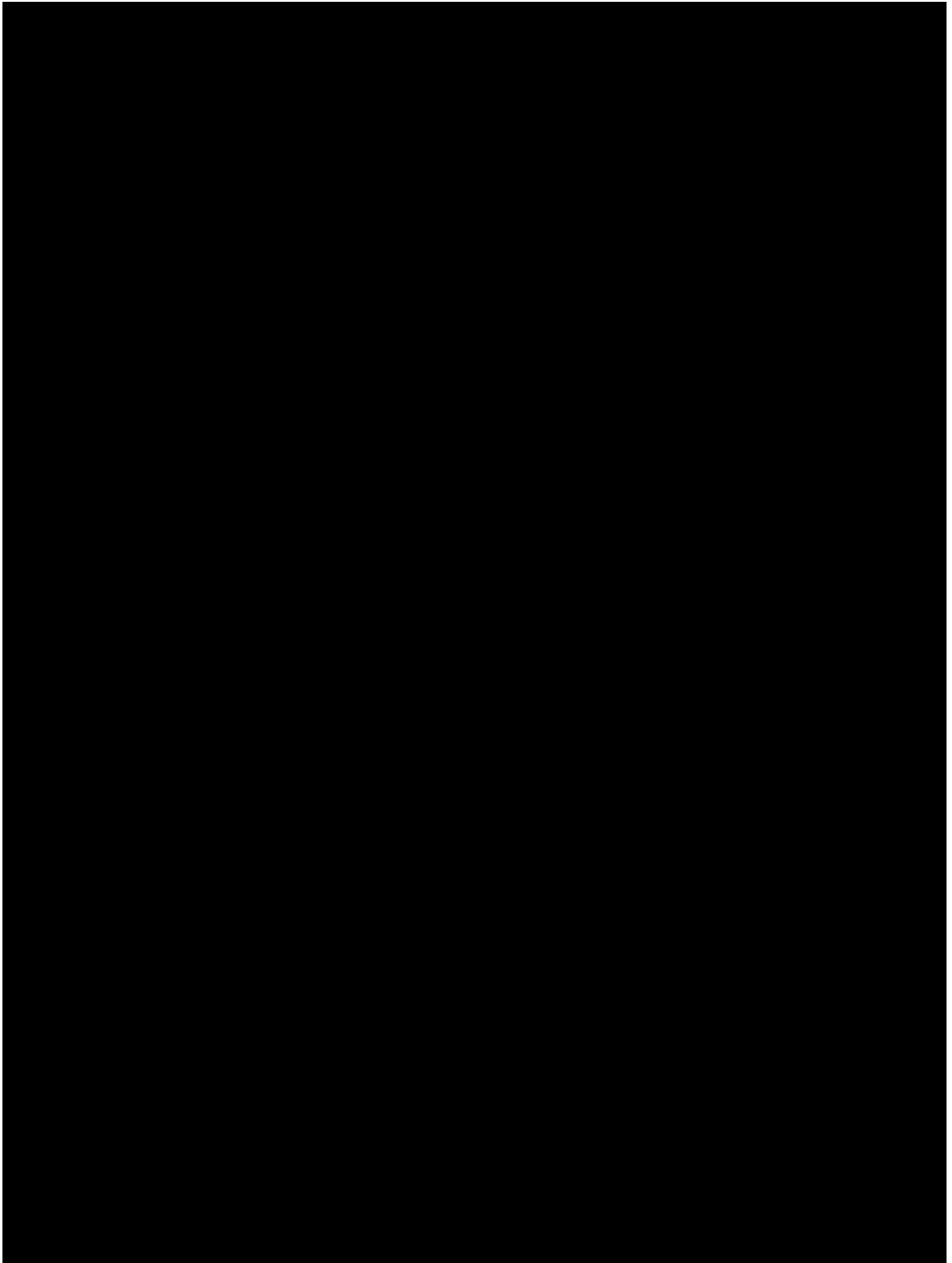
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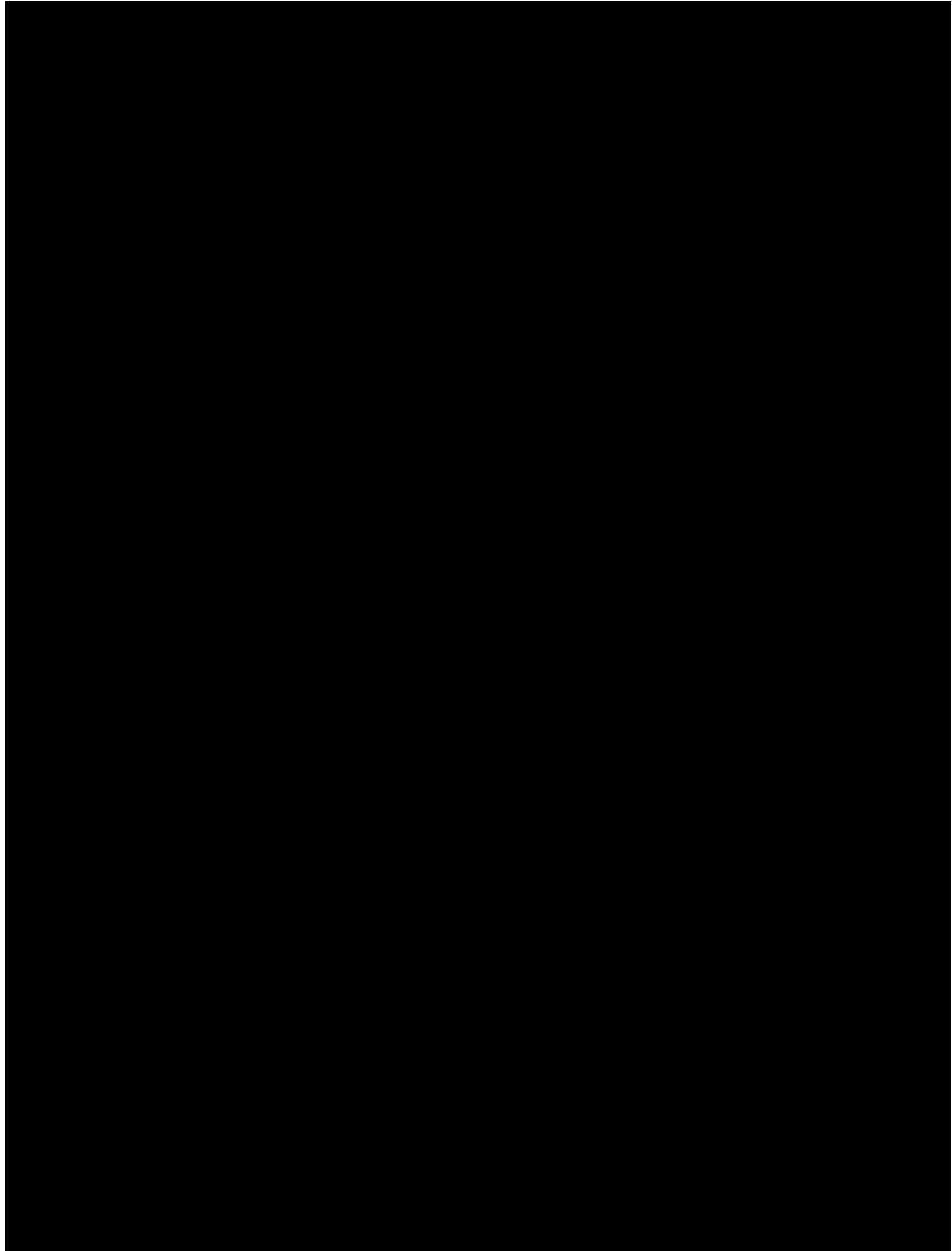
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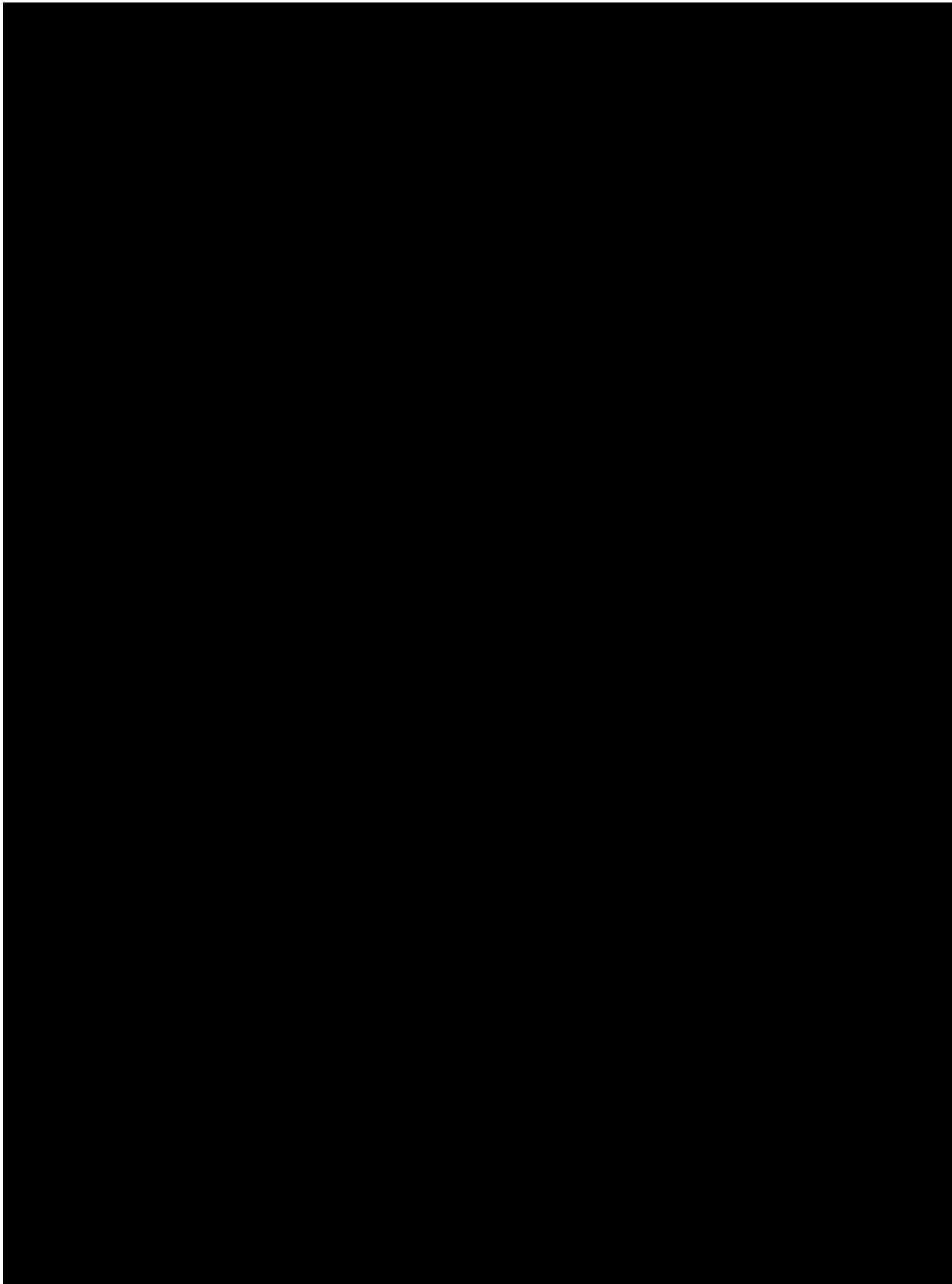
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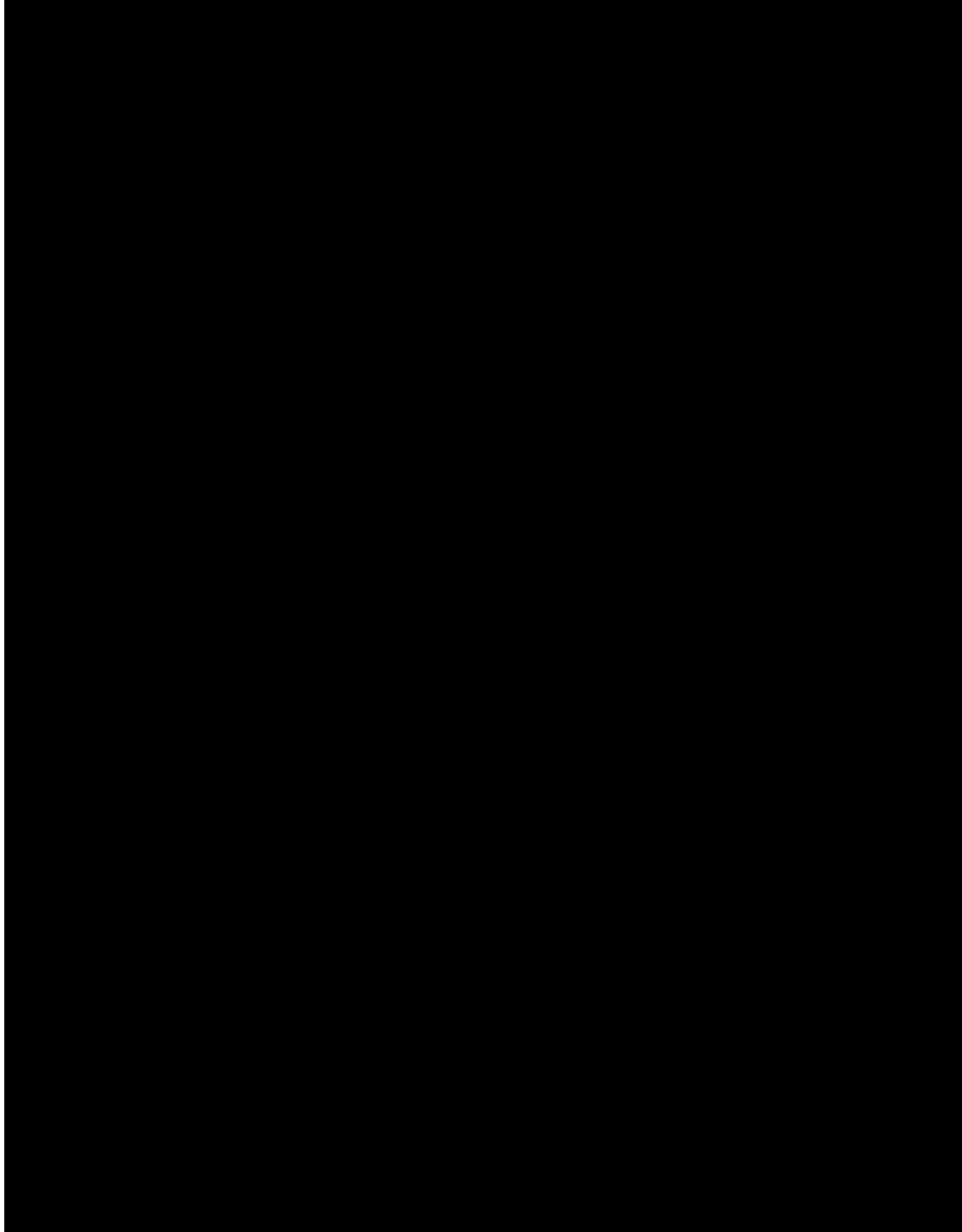


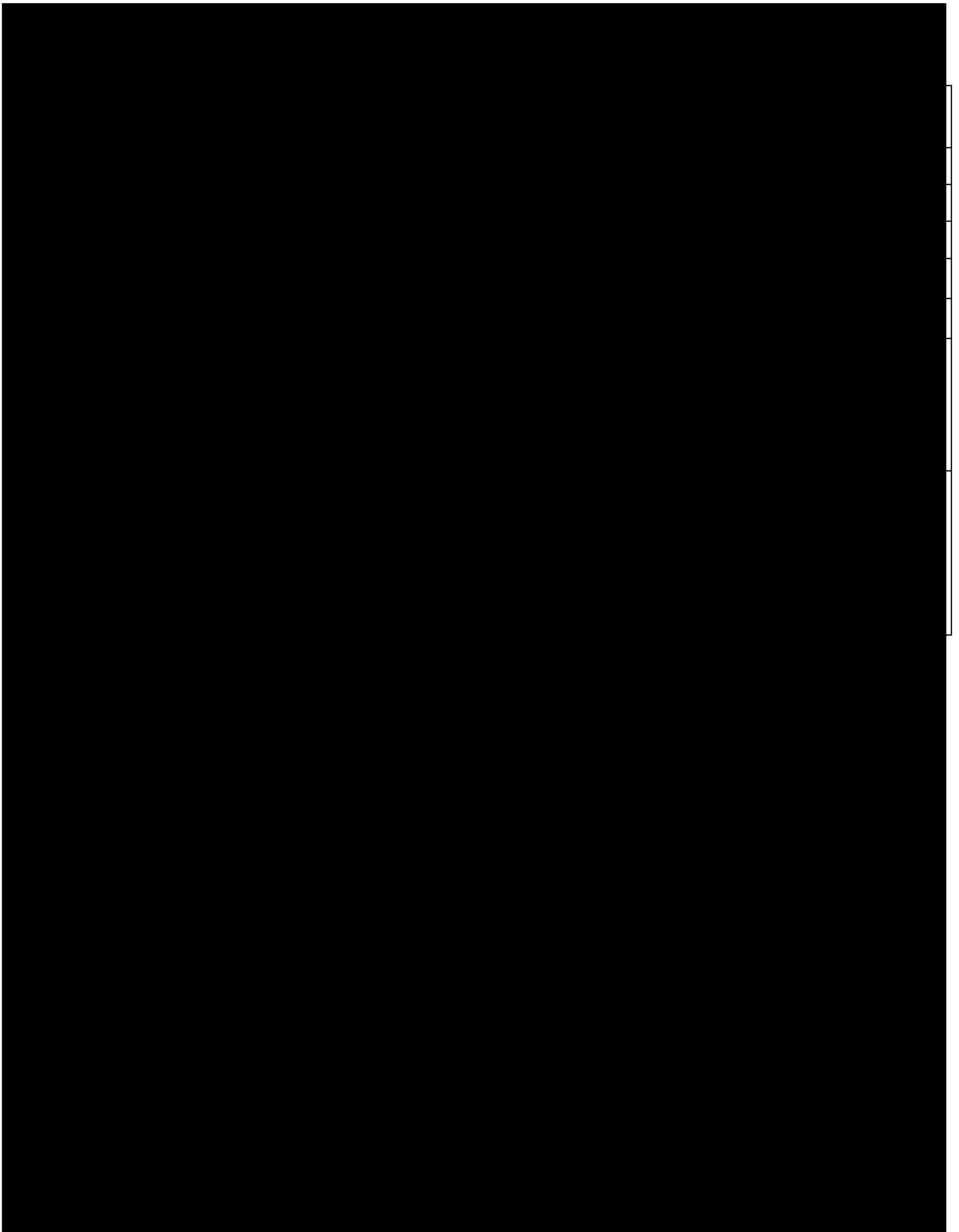




**TAB 9. SUBSTITUTE W-9**

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# Instructions for Completing Taxpayer Identification Number (TIN) Verification (Substitute W-9)

## Exemptions

If you are exempt from backup withholding and/or Foreign Account Tax Compliance Act (FATCA) reporting, enter in the Exemptions box any code(s) that may apply to you. See **Exempt payee code and Exemption from FATCA reporting code** below.

### Exempt payee code

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
2. The United States or any of its agencies or instrumentalities
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities
5. A corporation
6. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
7. A futures commission merchant registered with the Commodity Futures Trading Commission
8. A real estate investment trust
9. An entity registered at all times during the tax year under the Investment Company Act of 1940
10. A common trust fund operated by a bank under section 584(a)
11. A financial institution
12. A middleman known in the investment community as a nominee or custodian
13. A trust exempt from tax under section 664 or described in section 4947

### Exemption from FATCA reporting code

The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A. An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B. The United States or any of its agencies or instrumentalities
- C. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D. A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E. A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F. A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G. A real estate investment trust
- H. A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I. A common trust fund as defined in section 584(a)
- J. A bank as defined in section 581
- K. A broker
- L. A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M. A tax exempt trust under a section 403(b) plan or section 457(g) plan