



Solicitation Number: 090122

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Getac, Inc., 15495 Sand Canyon Ave., Suite 350, Irvine, CA 92618 (Supplier).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 7, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Supplier is not liable in any event for consequential damages. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

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

3. *Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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

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

22. CANCELLATION

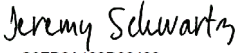
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

090122-GET

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Getac, Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
11/2/2022 | 9:06 PM CDT
Date: _____

DocuSigned by:

By: 4E90B6ECEFC0448...
Hsin Jung-Lu
Title: VP Finance & Business Services
11/9/2022 | 6:52 PM PST
Date: _____

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
11/9/2022 | 9:00 PM CST
Date: _____

RFP 090122 - Law Enforcement Equipment

Vendor Details

Company Name: Getac, Inc.

Does your company conduct business under any other name? If yes, please state: Getac Video Solutions

Address: 15495 Sand Canyon Drive Suite 350
Irvine, CA 92618

Contact: Tammy Tubbs

Email: contract.administrator_us@getac.com

Phone: 949-217-8939

Fax: 949-217-8939

HST#: 954547422

Submission Details

Created On: Tuesday August 09, 2022 14:05:13

Submitted On: Wednesday August 31, 2022 13:26:16

Submitted By: Tammy Tubbs

Email: contract.administrator_us@getac.com

Transaction #: 8ea9ceaa-33c7-4c2e-8e79-8184a5443ff2

Submitter's IP Address: 76.82.4.103

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Getac, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	00PP6	*
5	Proposer Physical Address:	15495 Sand Canyon Ave Suite 350, Irvine CA 92618	*
6	Proposer website address (or addresses):	www.getac.com/us	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Hsin Jung-Lu; VP Finance & Business Services, 15495 Sand Canyon Ave, Suite 350, Irvine CA 92618, hj.lu@getac.com, (949) 681-2949	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tammy Tubbs, Capture Manager, tammy.tubbs@getac.com, (949) 217-8939	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Maria Gutierrez, Contract Administrator, contract.administrator_us@getac.com, (949) 247-4114	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	For over 30 years, Getac has worked collaboratively with Resellers and End Users to identify, consult, develop, and deploy rugged computing solutions across a wide range of sectors; such as public safety, warehousing, transportation, manufacturing, utility, telecom and military / defense. As the 2nd largest rugged IT manufacturer in the world, Getac is tremendously proud of the impacts we have made in helping leverage technology to support the changing role of mobile data terminals in various government entities and our goal is to provide solutions that enhance operations and reduce total cost of rugged mobile data terminal ownership. Getac's current lineup of products include 8 rugged laptops and 8 rugged tablets that feature a rang of screen sizes and features to meet the need of all rugged users.
11	What are your company's expectations in the event of an award?	As a Sourcwell contract holder, Getac plans to utilize this cooperative contract to support a more efficient procurement method for our thousands of customers. We understand the time and cost associated with competitive bidding and look to reduce this procurement challenge for our customers across the US and Canada. We are eager to utilize a robust marketing and training plan to introduce Sourcwell to our customers as a viable procurement method for future procurements.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Sine 2016, Getac has consistently grown in sales from \$130M in 2016 to \$200M in 2021. Please see "Getac Financial Review" document attached. You may also view our past financial reports at https://en.getacgroup.com/investors/reports.php
13	What is your US market share for the solutions that you are proposing?	Getac currently maintains over 60% market share in the Federal space to include DoD and maintains 35% market share across rugged laptops, tablets, and related accessories and peripherals.
14	What is your Canadian market share for the solutions that you are proposing?	Getac currently maintains over 25% market share in the rugged laptops and tablet space in Canada.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	As an Original Equipment Manufacturer (OEM) since 1989, Getac has been providing rugged computing solutions for demanding professionals in extreme environments. Getac was established as a joint venture with GE Aerospace to supply defense electronic products. As the 2nd largest rugged manufacturer in the world, with sales over \$41.3B, Getac is an industry leader in the rugged IT space. Rugged is all we do! We have also established key partnerships with major MDT providers like Havis, Gamber Johnson, Lind, Absolute, and Getac Video Solutions to ensure our products have an ecosystem that support an effective and efficient end user solution. We have over 120 North American-based employees that provide Sales, Service and Support to the Getac customer and utilize a strong lineup of 1100+ certified resellers to work directly with the end user and/or customer to ensure the best value rugged IT solution for the buyer.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	As a manufacturer, Getac is ISO 9001 and ISO 14001 certified. All of our devices also carry a MIL-STD 810H certification (required to officially be called "rugged") and are Ingress Protection (IP) rated for protections against sand, liquids, and other ingress damage. All Getac devices are EPEAT certified Bronze or better to ensure energy efficiency and carry all necessary US and Canadian UL certification. Our device also maintain the NETREADY designation for us across emergency service communication channels.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	PCMag -- Best Rugged Laptops for 2022 5/3/22 https://www.pcmag.com/picks/the-best-rugged-laptops?test_uuid=06r4MYCu5PZzCkufjQSV3po&test_variant=b PCMag -- F110 - 4 Stars 5/2/22 https://www.pcmag.com/reviews/getac-f110-2022 NotebookCheck -- S410 Gen 4 5/19/22 https://www.notebookcheck.net/Getac-S410-Gen-4-laptop-review-Simple-changes-with-huge-upgrades.608357.0.html Laptop -- S410 -- 4 Stars - Editor's Choice 1/18/22 https://www.laptopmag.com/reviews/getac-s410-review Laptop -- K120- 4 Stars - Editor's Choice 1/18/22 https://www.laptopmag.com/reviews/getac-k120-review Notebook Check -- B360 1/10/22 https://www.notebookcheck.net/Getac-B360-rugged-laptop-review-Bright-1400-nit-touchscreen.590220.0.html PCMag -- S410 -- 4 Stars 10/7/21 https://www.pcmag.com/reviews/getac-s410-g4 ZDNet Video -- Best Rugged Tablets 7/26/21 https://www.zdnet.com/video/top-5-best-rugged-tablets-in-2021/ RuggedPC Review -- B360 5G 6/23/21 https://www.ruggedpcreview.com/3_news_2021_06_23_getac.html Rugged PC Review -- K120 -- 4/28/21 https://www.ruggedpcreview.com/3_news_2021_04_28_getac.html PCMag -- B360 -- 4 Stars Editor's Choice -- 8/11/20 https://www.pcmag.com/reviews/getac-b360 PCMag -- Best Rugged Laptops for 2022 5/3/22 https://www.pcmag.com/picks/the-best-rugged-laptops?test_uuid=06r4MYCu5PZzCkufjQSV3po&test_variant=b PCMag -- F110 - 4 Stars 5/2/22 https://www.pcmag.com/reviews/getac-f110-2022 NotebookCheck -- S410 Gen 4 5/19/22 https://www.notebookcheck.net/Getac-S410-Gen-4-laptop-review-Simple-changes-with-huge-upgrades.608357.0.html Laptop -- S410 -- 4 Stars - Editor's Choice 1/18/22 https://www.laptopmag.com/reviews/getac-s410-review Laptop -- K120- 4 Stars - Editor's Choice 1/18/22 https://www.laptopmag.com/reviews/getac-k120-review Notebook Check -- B360 1/10/22 https://www.notebookcheck.net/Getac-B360-rugged-laptop-review-Bright-1400-nit-touchscreen.590220.0.html PCMag -- S410 -- 4 Stars 10/7/21 https://www.pcmag.com/reviews/getac-s410-g4 ZDNet Video -- Best Rugged Tablets 7/26/21 https://www.zdnet.com/video/top-5-best-rugged-tablets-in-2021/ RuggedPC Review -- B360 5G 6/23/21 https://www.ruggedpcreview.com/3_news_2021_06_23_getac.html Rugged PC Review -- K120 -- 4/28/21 https://www.ruggedpcreview.com/3_news_2021_04_28_getac.html

		PCMag – B360 – 4 Stars Editor's Choice – 8/11/20 https://www.pcmag.com/reviews/getac-b360 PCMag -- Best Rugged Laptops for 2022 5/3/22, Laptop – S410 – 4 Stars - Editor's Choice 1/18/22, Laptop – K120- 4 Stars - Editor's Choice 1/18/22, ZDNet Video – Best Rugged Tablets 7/26/21 https://www.zdnet.com/video/top-5-best-rugged-tablets-in-2021/, PCMag – B360 – 4 Stars Editor's Choice – 8/11/20 https://www.pcmag.com/reviews/getac-b360	
20	What percentage of your sales are to the governmental sector in the past three years	60% of our \$566M in sales over the past three years (2019 - 2021) are government sector sales.	*
21	What percentage of your sales are to the education sector in the past three years	10% of our \$566M in sales over the past three years (2019-2021) are education sector sales	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	State Contracts: (1) MS 2019 - \$890K, 2020 - \$1.3M, 2021 - \$630K; (2) NC 2019 - \$258K, 2020 - \$193K, 2021 - \$163K; (3) NY 2019 - \$132K, 2020 - \$395K, 2021 - \$154K; COOP Contracts: N/A; Currently awaiting NASPO award and OMNIA Award; We utilize our distributors, HP and SYNEX cooperative contracts in conjunction with our certified reseller contract awards.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	As the OEM, we do not directly hold a GSA contract but our products are listed by our Reseller partners and can be found on the following GSA Schedules; Group F- F02 (formerly Schedule 70).	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Las Vegas Metro Police Department	Mandy Berninger	702.828.3111	*
Florida Fish and Wildlife Commission	Elija Padron	863.648.3832	*
Metro Nashville Police Department	Tom Thorson	615.862.7446	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Las Vegas Metro Police Department	Government	Nevada - NV	Rugged laptops and/or tablets for all LVMPD mobile units, including car, motorcycle, horse, and bicycle	Over 40 purchase orders from 10 - 300+ qty since 2017	\$2,900,000+	*
San Bernardino County Sheriff's Office	Government	California - CA	Rugged laptops and/or tablets for all SB County mobile units, including car, motorcycle and bicycle	Over 60 purchase orders from 5 - 400+ qty since 2015	\$3,400,000+	*
Florida Fish and Wildlife	Government	Florida - FL	Rugged laptops and/or tablets for all mobile units, including car, motorcycle, bicycle and boat	Over 10 purchase orders from 22 - 80+ qty since 2018	\$3,200,000+	*
Canadian National Defense	Government	QC - Quebec	On National Military Standing Offer (NMSO) contract to provide rugged laptops and tablets to defense personnel for command and control, mission planning, flightline maintenance and tactical communication.	Over 30+ purchase orders from 5 - 320 qty since 2017	\$3,100,000+	*
United States Air Force	Government	Alabama - AL	On USAF IT contract (currently QEB) to provide contract to provide rugged laptops and tablets to AF personnel for command and control, mission planning, flightline maintenance, situational awareness and tactical communication.	Over 30+ purchase orders from 5 - 400 qty since 2018	\$3,800,000+	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
26	Sales force.	Getac sales force is led by Larry D'Onofrio and supports North America Public Sector sales including all organizations covered by the Sourcwell Cooperative. Larry's team include 12 Regional Sales Managers (RSMs), geographically assigned and posses over 146 years of Rugged Information Technology sales experience. Our RSMs work directly with national and regional certified resellers and end users to develop the best value information technology rugged solution for the interested organization.	*

27	Dealer network or other distribution methods.	Our certified reseller network includes over 1100 Getac certified resellers, including large, small, and diversity business networks. A brief listing of successful Getac resellers include: Brite Datasource Mobility PCN Strategies *DuraTech USA *SHI *GST NWN Barcodes Island Tech Services Cas Severn Glacier Computing *Mobile Rugged Computers Ramco Rugged RCN Midwest Public Safety *USC Canterbury *Preferred Communications Compar Code 3 Insight Howard CDW *Companies identified with current diversity qualifications.	*
28	Service force.	Getac Service force is led by Derek Suzuki and a team of over thirty US-based developers, engineers, technical support specialists, field service specialist. Getac also maintains an Order Operations 12-member team led by Cheryl Wynkoop and provides purchasing manager order fulfillment specialists, demo loan specialists, and order operations specialists to ensure a seamless order experience from receipt of PO to customer delivery. All Getac Service tools and reports are available to the end user on our 24/7 Customer Portal.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	When an end user shows an interest in purchasing Getac equipment, we will assign certified regional reseller to support the development of the SKU# and Purchase Order. Once Getac has received the PO from the reseller, we will place the order with our factory and coordinate delivery and installation (if necessary). All Getac customers will have a Getac RSM and Reseller POC assigned to each sale.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	a. In Service Warranty - Customer support is available by calling 1-866-394-3822 or email at Getac.Support@Getac.com. End user may initiate all in-warranty requests by logging in to the Service Portal at https://support.getac.com/Portal/SetLanguage?languageCode=us. b. Out of Warranty (OOW) Services - Should a hardware problem arise requiring service for an out of warranty device our customer can follow this simple process. 1. Visit https://usrma.Getac.com/ and register as a new user 2. Once logged in, a customer will select Create Service request and Follow the prompts 3. Customers may generate a quote and save it to their account for 30 days 4. Once the quote is paid for on the Portal, an RMA is issued along with shipping labels. 5. All prices include time and material plus round-trip shipping Customer Complaints and Service-related Issues – Initial complaints and service-related issues are handled through Getac's Level 1 Technical Support. If an issue which requires escalation, a Getac Level 2/3 Technical Support Representative or Professional Services Manager will take over the case through resolution. An acknowledgement with appropriate follow up communication should take place throughout the research until resolution. Response Time (pre-CV19/Post CV19) – Getac provides technical support for Getac branded product for the following hours of operations: • Level 1 Technical Support is offered 7 days a week x 24 hours per day x 365 days a year. This would consist of basic troubleshooting, product use and service questions. • Level 2 Technical Support is offered from 8am – 6pm ET, M – F, excluding holiday / Response time when escalated from Level 1 is within 4 business hours. • Level 3 Technical Support is available from 7am – 6pm PT M-F, excluding holidays / Response time when escalated from Level 2 is by next business day. Case Management - All complaints received via email or phone call are captured in Getac's case management software and each customer contact is time stamped. Each escalation has a running time capture with escalation notification sent to all team members. This ensures the fastest response from the first available resource (Level 2/3, Prof Svc Mgr) to address the issue.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	As the second largest rugged laptop and tablet manufacturer in the world, Getac is proud to provide our rugged lineup of products to the Sourcewell participating entities. We are unique to the IT industry because "Rugged Is All We Do." Since 1989, Getac has sought to grow our North American presence and the use of cooperative contracts like Sourcewell, provides efficient and cost effective procurement opportunities for our nations' public sector and non-profit industry. Getac is prepared for additional growth this contract may afford and is currently operating our total manufacturing capability at 70%.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our Getac sales force and support include Canadian assets including Regional Sales Managers and Certified Repair Centers centrally located in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Getac currently supports all geographic area of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Getac does not forsee any issues servicing the Sourcewell participating entity sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Getac does not have any specific contract requirements or restrictions that would apply to participating entities in Alaska, Hawaii, or other US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Upon contract award for the new Contract, Getac plans to promote the contract award through internal and external communications as approved by the Agreement Administrator. The goal of marketing the contract is not only to communicate the value proposition, benefits, and the Sourcewell and Getac story, but also to emphasize Getac's commitment and flexibility in delivering and promoting Sourcewell and/or State-specific standards and savings as appropriate and approved by the Agreement Administrator and the participating agencies. To ensure effective marketing plan execution, the Getac Contract Representative, with the collaboration of the Agreement Administrator and designated participating agencies, will develop a plan annually that will help in promoting contract awareness and value for the contract. Getac looks forward to reviewing and discussing the proposed plan with after award.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Marketing plan will include several key features: Press Release: Getac will collaborate with the designated Agreement Administrator and other designated contacts to prepare and distribute a press release, after approval, announcing the contract award to Getac. Once a press release is written and approved, and with permission, Getac will manage all efforts with the media. The press release will be sent to all government industry publications and released over the business wire for pickup by major media. Getac will also leverage the announcement over social media sites to include LinkedIn, Facebook, and Twitter. As required under the contract, all marketing materials will be provided for review, modification and approval prior to distribution. Communication will not be released without approval in writing from the Agreement Administrator. Advertising: Getac will drive contract awareness and product/service promotions under the contract through Getac web banners on https://www.getac.com/us/ and our Platinum Tier Certified Resellers promoting the contract value proposition and product/service promotions through web banners provides an opportunity to reach a large audience of procuring entities. Web banners have a "call to action" inviting the reader to contact Getac URL for pricing and information. Getac will distribute periodic email newsletters and promotions to eligible procuring entities throughout the contract term. These email promotions will provide the most current ongoing promotions. As required under the contract, all marketing materials will be provided to the Agreement Administrator for review, modification and approval prior to distribution. Communication will not be released without approval in writing from the Agreement Administrator. Web Presence: The Getac Sourcewell contract website that is in development with a potential landing page named https://sourcewell.getac.us/ will offer customers extensive information on the contract, products, certified resellers, warranty, pricing and more. Getac will continue to make improvements throughout the contract term to provide information to potential Sourcewell procurement entities. The website will provide a dropdown menu of the participating agencies and guide the user to a state specific page to facilitate procurement efforts. Each state website will be personalized, as allowed by and as approved by the Participating Agencies Procurement official, to meet the needs of the organization and maintain the approved format.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Marketing Events & Forums: Getac will participate in annual marketing events annually and attend other Sourcewell events. The Getac Primary Account Representative will attend events along with the Contract Program Management team and potential management team members. The Getac Primary Account Representative and other Program Management team members will meet with participating agencies throughout the year to review participating agencies marketing plans and events, which may include management. Getac, in partnership with our Platinum tiered certified resellers, may schedule seminars in local major cities to review the latest IT trends and new Getac products with both local agencies and Getac authorized partners. Getac will work with the Agreement Administrator, designated Sourcewell teams and/or participating agencies to make them aware of these events or schedule additional seminar events or Webinars. Events will provide important information to agencies on contracts specifics including product scope, ordering information, price lists, and how to save more using this contract. As allowed and approved by the Agreement Administrator, Getac agency-approved partners can assist in the marketing activities in this section to promote the contract through telemarketing/email/social media campaigns, events and distribution of Agreement Administrator approved marketing documents. This will allow Getac to reach even more agencies for contract awareness.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the highly customized nature of each and every rugged laptop and tablet Getac manufacturers, we do not offer E-procurement service for initial procurement. Once a Getac customer, customers will be provided a User Log In to purchase additional accessories, peripherals as needed and approved under the terms of the contract.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All Getac products will come with an operating manual and access to training materials via the online customer portal at no additional cost to the buyer. Getac may also be able to provide additional training and support as requested at no additional cost to the procurement agency.
41	Describe any technological advances that your proposed products or services offer.	1. Our revolutionary LumiBond® 2.0 touchscreen technology, which bonds the display glass with the touch panel and LCD, creating a single pane that is more durable and readable, and offers better contrast and more crisp colors than other rugged laptop display. It features four advanced touch modes (Touch, Glove or Pen mode, plus an optional Digitizer mode), and the included hard-tip stylus enables you to capture signatures and take more precise notes on drawings, maps, or forms. 2. Main chassis structure is precision cast using Magnesium Alloy, an incredibly strong structural metal that also happens to be one of the lightest in the world for its strength. We combined that with an advanced rugged polymer in areas of less impact and rubberized absorption polymer at the main points of contact. Our devices have been independently tested and certified to MIL-STD-810H and MIL-STD461G standards. 3. Hot-swappable dual-battery design allows for potentially everlasting, uninterrupted battery life. This enables you to remove one of the two rechargeable batteries and replace it with a fresh battery without ever shutting down apps or your Windows OS. 4. AT&T FirstNet Ready®, offers an easy-to-carry profile, a comfortable touchscreen, and more power to run your general office and industry-specific applications with ease for first responders. 5. Most of our models' offer the newest and fastest wired and wireless connection options available. Thunderbolt™ 4 offers 40 Gbps data sharing with other devices, while Wi-Fi 6 (802.11ax) offers nearly five times speedier WLAN connectivity than the previous generation, and more reliability in dense deployments. The new Bluetooth 5.2 standard enhances connectivity with various Low-Power Wide-Area (LPWA) devices, while Wireless WAN with integrated GPS/GLONASS receiver, incorporating the latest Sierra Wireless module, delivers advanced air interface connectivity, including LTE-Advanced (LTE-A). 6. All Getac devices come with an entire lineup of accessories and peripherals including multiple battery charging stations, hands straps and holders, detachable keyboards, stylus' just to name a few.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	In response to the trend of international environmental protection, such as the requirements of product greening, toxic free, hazard free and environmentally friendly design, packaging, and recyclability, the Company has developed "Regulations for Getac Environmental Load Control" and "Getac Green Product Operating Procedures" and other related operating procedures and regulations, to actively promote overall product greening internally, and require all Getac suppliers to cooperate with the requirements of Getac environmental control regulations, not only to meet the requirements specified in the domestic and international environmental protection laws and regulations, so that the products can be successfully marketed globally, but also with stricter demand of self-expectation to meet the requirements of customers, while fulfilling the corporate responsibility and emphasizing the importance of environmental protection. We are also making it easier for customers to reduce waste by designing easily recyclable products and working with our Certified reseller partners to offer environmentally friendly packaging services and solutions for large scale device deployments.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Getac cares about the environment. We have implemented strict policies to ensure our material parts, products, packing and manufacturing processes are environmentally friendly. We are proud to partner with organizations around the globe to bring awareness and help implement solutions to the environmental issues the world is facing. As a certified green manufacturer Getac has been independently tested and received environmental certifications including EPEAT®, RoHS Directive, REACH Regulation, and ENERGY STAR®. We believe in, and actively pursue innovation that will continue to lessen the environmental impact of electronics manufacturing to improve the quality of human life and protect the planet. Getac has set the Company's environmental policy with the goal of "Care for Environment, Sustainable Recycling," clearly set for cherishing the earth's resources, complying with national environmental laws and regulations. Getac is committed to promoting green production, fulfilling our responsibility to protect the earth, through standard operation procedures; we include water resources management, energy management, wastewater, waste, and air pollution prevention in our daily management. All Getac's factories scrupulously abide by the environmental laws and regulations of the plant locations, and all factories have obtained the environmental management system certification of ISO14001 or the same level, and all plants have completed the new version certification of ISO14001:2015 at the end of 2019.

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	As an OEM, Getac is the only global rugged IT manufacturer that builds every device from the ground up. Our ability to forecast sales and manufacturer in spite of global market supply fluctuations ensures our customer have the fastest delivery time available in the industry. Despite global supply chain issues in 2020 and 2021, Getac has maintained a <60 day delivery timeline as our competitors are regularly shipping at 120 - 180 days after receipt of purchase order.	*

Table 9: Warranty

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

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Our S410 comes standard with a Limited 3 Year Warranty and all other products come standard with a 3 Year Bumper to Bumper Warranty that includes accidental coverage. Additional warranty for Year 4/5/6 may be purchased for an additional fee. Getacs warranty obligations for this hardware product are limited to the terms set forth below: Getac, Inc. warrants this Getac-branded rugged computer against defects in materials and workmanship under normal use and damage that occurs due to accidental acts and exposure to environmental conditions for a period of THREE (3) YEARS from the date of purchase by the original end-user purchaser ("Warranty Period"). This warranty only applies to products sold by Getac or its Authorized Distributors or Dealers and only where the products are used and serviced within North America or its Authorized Service Providers' territories. Warranty coverage only applies to service carried out by a Getac Authorized Service Provider. If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, Getac will either repair the defect at no charge, using new or refurbished replacement parts, or exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product. A replacement product or part, including a user installable part that has been installed in accordance with instructions provided by Getac, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement product becomes your property and the replaced item becomes Getacs property. Parts provided by Getac in fulfillment of its warranty obligation must be used in products for which warranty service is claimed. Please review "Warranty Card" attached for additional warranty information.	*

47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Exclusions and Limitations - This Limited Warranty applies only to Getac-branded hardware products manufactured by or for Getac that can be identified by the "Getac" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-Getac hardware products, co-branded hardware products (whether or not displaying a "powered by Getac" trademark, trade name, or logo affixed to them) or any software, even if packaged or sold with Getac hardware. Manufacturers, suppliers, or publishers, other than Getac, may provide their own warranties to the end user purchaser, but Getac, in so far as permitted by law, provides their products "as is". Software distributed by Getac with or without the Getac brand name (including, but not limited to system software) is not covered under this Limited Warranty. Refer to the licensing agreement accompanying the software for details of your rights with respect to its use. Getac does not warrant that the operation of the product will be uninterrupted or error-free. Getac is not responsible for damage arising from failure to follow instructions relating to the product's use. Batteries supplied with the product are covered under the warranty for one (1) year from date of purchase. A battery furnished under the warranty is covered for the remaining period of the one year warranty on the original battery or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. The LCD, touchscreen, hard drive/SSD, motherboard, and keyboard are limited to one repair/replacement per part component per 12 month period for damage that occurs due to accidental acts and exposure to environmental conditions. This warranty does not apply to: (a) loss or theft; (b) fire; (c) submersion; (d) acts of god; (e) acts of war; (f) virus-inflicted damage; (g) improper use, intentional misuse or abuse; (h) improper maintenance or modification by anyone other than Getac or a Getac Authorized Service Provider; (i) a product or part that has been modified to alter functionality or capability without the written permission of Getac; (j) a product on which any Getac serial number has been removed or defaced; (k) data recovery from hard drive failure; (l) All consumable items; such as screen protection films, logo badges, labels, cleaning cloths, carry cases, manuals, cables, straps, belts, holsters, tethers, stylus, digitizer pens, and harnesses and any other options and accessories not listed above or covered under a separate warranty. (m) to cosmetic damage that does not affect the functionality of the system, including but not limited to scratches, dents and numerals, letters, icons and symbols silkscreened onto unit keycaps and numerals, letters, icons and symbols silkscreened onto unit cabinet; or (n) negligence (o) operation of product outside the published environmental or electrical parameters (p) use of supplies or parts not meeting Getac's specifications Please review "Warranty Card" attached for restrictions and other limitations.
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48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Technicians do not need to travel to perform warranty repairs. Warranty Repair Description - Getac offers an industry-leading warranty (bumper-to-bumper) on our products for a minimum of 3-years (semi-rugged product require service upgrade), which includes accidental damage. With one of the lowest annual failure rates in the computer industry, Getac computers are built-to-survive. If one does need repair, we want to make it as convenient as possible. That's why Getac rugged computers are serviced by FedEx Logistics - a fast, convenient and reliable service so you can quickly get back to doing what you do best. For minor repairs, Getac's Self-Maintainer Program lets customers opt to have replacement parts shipped directly to them. Device Support - Getac employs a multi-layered support structure, at no cost to the End User that includes a Solutions Architect, Field Service Engineer, and a 3-Tier Technical Support team. In addition, Getac's 24/7 technical support is available via email at GetacSupport_US@Getac.com or by phone at +1 (866) EZ-GETAC [+1 (866) 394-3822]. All support requests via phone or email are logged in our internal ticketing system and assigned to the appropriate resource. Escalation to product or software engineering is engaged as needed. The Getac Service Portal allows real-time tracking of hardware repairs and history. For technical support incidents, a ticket # is generated for every request and on-going and final resolution can be obtained by referring to previously assigned ticket #. Getac does not use "off-shore" technical support.
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49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. Getac repair services are available in US and Canada. For Level I/II Repairs – Getac Self-Maintainer Program empowers in house technicians to provide immediate services to defective unit for minor repairs. For Level I and Level II repairs, the Getac Self-Maintainer Program allows you to perform warranty repairs on Getac products. Instead of shipping products to Getac's US-based Repair Center, the defective part can be swapped out by your own technicians. This allows you keep possession of your products and minimize downtime. Self-Maintainer repairs include all parts, and materials at no additional cost. Common cosmetic repairs like hatch door replacement are also included. Getac provides training for your team as part of the Self- Maintainer Program with an emphasis on parts replacement, product use and Getac's Service System processing. Upon successful completion of training, Getac supplies you an initial stock of seed parts to inventory at your location. When a repair is needed, your technician diagnoses the problem, creates an RMA in Getac's Online Service System (GSS) then removes the required part from Getac consigned inventory and repairs the unit. To replenish the inventory, simply place the defective part in the used part box, put a copy of the RMA inside, write the RMA number on the outside of the box and return it to Getac. Upon receipt of the defective part, Getac will ship out a replacement part to you. When you receive the new part, place it into inventory for future repairs. To ensure our high standard for repair is met, Getac has established the following qualification requirements for the Self-Maintainer Program: • Repairs are limited to customer owned product—150-unit minimum • Must be a current Getac USA customer in good business standing • Must have Service and Spare Parts Agreement in place with Getac • Must have qualified technicians on staff capable of repairing Getac products • Must have a dedicated environment and tools appropriate to repair products • Maintain product repair information and problem codes in the Getac Service Portal for product tracking and spare part replenishment Level III Repairs - FedEx TechConnect Program was designed to offer fast, convenient, reliable service repairs that can be initiated 24 hours a day, 7 days a week on Getac Service Portal. With one of the lowest annual failure rates in the computer industry, Getac computers are built to survive. If one does need repair beyond the Level I & Level II Self-Maintainer program, we want to make it as convenient as possible. Getac has partnered with FedEx TechConnect, a fast, convenient, reliable service repair center located in Memphis, TN. The End-of- runway location ensures shorter time in transit for express shipments and 3 day or less transit by FedEx Ground for most of the US. Warranty repairs can be initiated 24 hours a day, 7 days a week on the Getac service portal. With over 1,800 FedEx Office locations nationwide, it's easy to find a convenient drop-off location to and US-based end user. Once the device is shipped to the end of runway state of the art facility, technology repair specialists, certified by Getac, provide diagnostics, repair, re-image and upgrade services with quality assurance methodologies designed to verify that everything is working properly. All Getac warranty repairs are performed by expert technicians using only Getac original production parts. Every repair comes with online three-stage tracking of the inbound shipment to the repair center, during repair or upgrade, and the return shipment back to the designated location. With the 24/7 online monitored chain of custody, your system is always either with FedEx or you. Average repair time, excluding shipping, is 3.1 days.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All Third Party products warranty will be passed to the original equipment manufacturer. Third Party Product Warranty Services – All third-party product warranty procurement processes, descriptions, and contact information will be available on a link at the Sourcewell/Getac website under Third Party products.

51	What are your proposed exchange and return programs and policies?	In accordance with generally accepted rugged manufacturing return and exchange policies, Getac does not allow exchanges or returns on any delivered products. each product is custom made-to-order and will only be promptly replaced if it arrives Dead-On-Arrival (DOA). Getac RSMs and certified resellers take great care to support the buyer through the procurement process to ensure the exact device(s) order meet and/or exceed all desired end user specifications.	*
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52	Describe any service contract options for the items included in your proposal.	Additional Accessory/Service Warranty Details Peripherals - Getac peripherals come with at least 1-year warranty as standard. However, should you wish to extend the warranty on your Getac device, it makes sense to do the same for your peripherals. - We can offer extensions to year 2 ~ 5 from the standard warranty on Getac or 3rd party accessory, keyboard, docks and rugged power supplies. - If your accessory fails, log onto our Getac Service Portal and request a repair. Once returned, your accessory will be repaired, tested and shipped back to you. - If you work to a longer refresh cycle or are looking to extend your current devices working life email us at GetacSupport_US@Getac.com or by phone at +1 (866) EZ-GETAC [+1 (866) 394-3822] to discuss additional warranty extensions options. Batteries - We pride ourselves on the quality of batteries and their ability to perform throughout a full day. However, batteries are considered to be "consumable" as there are limitations on the recharge cycles of all batteries. Since batteries are consumable products, the industry standard and that of Getac is to provide a 1-year warranty. - You can extend this with our Battery Warranty so that should it fail we will send you a replacement battery. - A battery is considered good if it maintains 50% of its charge capacity during the warranty period. Expedited Service - For customers who want their mission-critical equipment repaired faster, we have two options for expedited service available for an additional fee. No more internal challenges waiting for estimates and approvals, just report your product issue via our Service Request system and we'll take care of the rest Option 1 - Express Care Option 2 - Priority Care 2 Days Shipping Overnight Shipping Line Hopping Priority Front of Queue Priority 2 Days Repair 1 Day Repair To ensure that our high standard for repair is met, Getac has established the following qualification requirements for the Expedited Service Program: - Must purchase Expedited Service Program with Getac product at the same time. - All purchases are recorded in the Getac Service System. When devices need repair, register the service request (SR), which will automatically generate expedited service information in SR. - Getac provides a 3-year expedited service for 3-year warranty products, and provides a 5-year expedited service for 5-year warranty products. - Accessories are not included in this program Extended Warranty - Extend your standard warranty from 3 years up to 5 years, for specific projects we can offer up to 7 years of extended warranty. Getac's standard warranty for fully rugged devices includes the Bumper-to-Bumper warranty which covers accidental damage. The Extended Warranty covers any repairs in the same manner as the standard warranty. - Getac provides coverage for failures due to defects in materials or workmanship that occur with normal use. - All system components are covered under the extended warranty, except consumable items. - Purchase the Extended Warranty option at the point of sale or within 3 months of purchasing your Getac device. Keep Your Hard Drive Warranty (KYHW) - Getac is experienced in dealing with security-industry customers that require top-level security to protect the data on their devices. For these customers, we can ship you a replacement HDD / SSD. - Getac takes reasonable precautions to protect your data while it is in our hands. However, some customers' devices hold sensitive data that they cannot take any risks. Keep Your Hard Drive warranty option is designed for these customers. If you handle data of a sensitive nature, for national security or commercial reasons, then add this to your warranty.
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	The value-added reseller partners supporting this contract have specific focuses on State and Local Government entities. These partners are aligned with the Getac Public Sector team and receive additional support from Getac's Field Sales organization. This alignment ensures partners have the proper support and competence to master the requirements set forth by the partnering government end users. The appointed resellers include large national organizations as well as local partners who often provide additional services around product deployment and implementation of Getac devices. These value-added resellers will work directly with the participating agencies to provide both pre- and post-sales support, quotes, as well as installation and implementation services. Getac's value-added resellers will be the primary points of contact for acceptance of orders, invoicing, and payment. Payment terms are generally Net30. These value-added resellers will source all Getac solutions and services through Getac's appointed distribution partners, who have a direct purchasing relationship with Getac, the manufacturer. Upon receiving a fully executed purchase order from the government end user, the value-added reseller will issue purchase order to one of the appointed distributor partners. The purchase order to distribution will include a copy of the end customer's purchase order for the purpose of tracking and reporting as indicated below.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Paul Levand Vice-President of Business Development "On the North Coast of America" 216-496-6711 plevand@rivercapital.com www.rivercapital.com	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Getac is prepared to accept the buyers standard transaction documents and do use any mandatory forms, SLAs or T&Cs in connection with award.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No. ACH preferred method of payment.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Getac will provide a minimum discount off MSRP by Category. Additional discounts may be offered at the discretion of the certified Getac reseller. See "Getac Proposed Pricing Sheet" for additional details.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Getac pricing sheet includes SKU, Description, MSRP, % Off Discount by Category, and Proposed Sourcewell NTE price. See "Getac Proposed Pricing Sheet."	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Getac does not offer quantity or volume discounts or rebate programs. They may be offered by the certified reseller.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Getac does not sell open market items and only sells Getac labeled products and related accessories and peripherals. All SKUs and descriptions and NLT price can be reviewed on the "Getac Proposed Pricing Sheet."	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Getac does not have additional costs associated with the purchase of items identified in the "Getac Proposed Pricing Sheet."	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery and/or shipping is included in the price of the device.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, delivery and/or shipping is included in the price of the device.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Upon award, GETAC will have a master price file/catalog set up that include the guaranteed category discounts along with the scope of products allowed under the contract and thresholds tied to each part number as approved by the Administrator defined in the awarded Master Agreement. During each setup process, these price files are reviewed by contract and pricing operations personnel for accuracy as part of GETAC's contract compliance and pricing management business processes. These same reviews and approvals occur each time a product is added, or a contract modification is received. GETAC's price file/catalog of products under each category is tied systematically to the MSRP list price and tied to the discounts that automatically pre-calculate the price file/catalog in accordance with the discount that is reflected and flowed to the contract website and the Inside Sales Representatives' quoting tool. The GETAC system that houses the price list/catalogs were recently audited to ensure compliance, and GETAC agrees to conduct random checks during the term of to ensure quotes provided are at the discount off list price he contracts as required. Getac will conduct a quarterly self-audit, that will sample a minimum of one tenth of one percent (.001) of orders with a maximum of 100 audits per quarter conducted. For example: Up to 1,000 sales = 1 audit; 10,000 sales = 10 audits; Up to 100,000 sales = 100 audits. This will be a random sample of orders and invoices and must include documentation of pricing. Summary findings will be reported to Lead Agency with actions to correct documented findings. GETAC audits purchase orders and corresponding invoices randomly on a quarterly basis under existing contracts today and will continue this process under a new awarded contract. The website, quotes and invoices generated through GETAC systems are based on the contract number tied to a specific price file/catalog for pricing and systematically flows. GETAC agrees to conduct random checks during the term of the contract as required. Quotes automatically reflect the discount off GETAC's list price as required under the contract, and invoices will reflect the lowest price at the time the product ships. If an order is received for GETAC-branded product and a price decrease was generated prior to shipment, the procuring entity will receive the price decrease reflected on the invoice, providing them additional savings.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The Contract Administrator will be responsible to provide quarterly and annual sales reports to Getac leadership team and coordinate with our training and marketing teams to produce materials to encourage Sourcewell contract use. After the first year baseline sales, the Contract administrator with direction from the Executive team, will establish increase sales goals and RSMs will be expected to meet sales goals in order to achieve the highest level of annual bonus payouts.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1.25%

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Getac offers rugged computing product lines of all sizes including rugged notebooks, rugged tablets, rugged handheld for federal, education, military, public sector, utility, manufacturing, transportation & logistics, insurance, automotive maintenance, and field-service customers. Currently Getac has over 19,300 devices valued at \$82.5M deployed in Federal Government (Non-Military), including transit authorities, public utilities and services, emergency preparedness organizations, judicial support and services and other NGOs. Getac currently manufactures Rugged Laptops ranging in screen size from 11.6" to 15.6." Getac currently manufactures Rugged Tablets and Handheld PCs ranging in screen size from 7" to 14" and has both Windows and Android OS available. Please review the "Getac Lineup Card" for detailed specifications for each device proposed in this RFB.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	We do not wish to add subcategories. We have listed our products based on minimum specifications identified in the RFP. We will have an "Accessory/Peripheral" category. See below. Rugged Laptop Category - X600, X500, B360, S410, V110 Rugged Tablet Category - A140, K120, F110, UX10, T800 Rugged Handheld PC Category - ZX10, ZX70(Android OS) Accessories/Peripherals - Power Adapters, Stylus Pens, Digitizer Pen, Carry Bag, Dual Battery Charger, High Capacity Battery, Keyboard Dock, Multi-Bay Charger, Office Dock, Hand strap, Shoulder strap, Screen Protector, Standard battery, Vehicle dock

Table 148: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered	Comments	
71	Law Enforcement duty gear	☐ Yes ☒ No	N/A	*
72	Traffic safety enforcement equipment, devices, and instruments	☒ Yes ☐ No	Getac solutions are built to improve upon the computer-aided dispatch software (CAD) and police records management system (RMS) you already use. Writing citations, collision reports, and DUI arrest reports has never been easier thanks to Getac solutions. With our rugged devices, you can write, sync, and submit all the documents required from the field electronically, saving time, and reducing errors. Getac rugged devices are built with law enforcement in mind, providing you access to information to stay situationally aware as you protect and serve. Whether on patrol or during an emergency, Getac devices allow you to remain in contact with command, dispatch, and your fellow officers to make sure everyone is safe and informed.	*
73	Crime scene management and evidence collection equipment and supplies	☐ Yes ☒ No	N/A	*
74	Tactical and EOD equipment (with the exception of those items excluded in subsections 2. or 3. of RFP)	☒ Yes ☐ No	ANSI rated rugged devices available for EOD environments	*
75	Services related to the offering of the solutions in subsections above, such as training, installation, testing, maintenance, warranty programs, and technical support	☐ Yes ☒ No	N/A	*

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell Pricing Page_Final.pdf - Wednesday August 31, 2022 13:23:12
 - [Financial Strength and Stability](#) - Financial Review Form.pdf - Tuesday August 09, 2022 14:38:46
 - [Marketing Plan/Samples](#) - Marketing Plan.pdf - Wednesday August 31, 2022 12:37:18
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Details.pdf - Tuesday August 09, 2022 17:33:13
 - [Standard Transaction Document Samples](#) - Sample Quote.pdf - Wednesday August 31, 2022 11:28:20
 - [Upload Additional Document](#) - Getac-All in One-US-July2022.pdf - Wednesday August 10, 2022 17:29:18

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Law_Enforcement_Equipment_RFP_090122 Wed August 24 2022 02:56 PM	☒	1
Addendum_4_Law_Enforcement_Equipment_RFP_090122 Wed August 17 2022 04:20 PM	☒	2
Addendum_3_Law_Enforcement_Equipment_RFP_090122 Tue August 16 2022 09:33 AM	☒	1
Addendum_2_Law_Enforcement_Equipment_RFP_090122 Wed August 10 2022 07:59 AM	☒	1
Addendum_1_Law_Enforcement_Equipment_RFP_090122 Mon July 18 2022 04:34 PM	☒	2