

**Solicitation Number: RFP #020624****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and IP Access International, LLC, 31831 Camino Capistrano, Suite 300A, San Juan Capistrano, CA 92675 (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 Private Wireless Services with Related Solutions 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 May 7, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell 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 Sourcwell 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 Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier 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. 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 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. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and



records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier 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 Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

**Sourcewell**

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 5/5/2024 | 8:56 PM CDT

**IP Access International, LLC**

DocuSigned by:  
*Bryan Hill*  
815622712B7B44C...  
By: \_\_\_\_\_  
Bryan Hill  
Title: CEO  
Date: 5/5/2024 | 1:06 PM EDT

# RFP 020624 - Private Wireless Services with Related Solutions

---

## Vendor Details

Company Name: IP Access International LLC  
Does your company conduct business under any other name? If yes, please state: No  
Address: 31831 Camino Capistrano 300A  
San Juan Capistrano, CA 92675  
Contact: Bryan Hill  
Email: bryan@ipinternational.net  
Phone: 949-655-1027  
Fax: 949-240-8072  
HST#: 94-3332559

## Submission Details

Created On: Monday January 29, 2024 15:59:26  
Submitted On: Tuesday February 20, 2024 13:44:59  
Submitted By: Bryan Hill  
Email: bryan@ipinternational.net  
Transaction #: acd00813-000f-4a8a-b9cd-9c4b9e10afd6  
Submitter's IP Address: 104.52.31.225

---

## 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")	IP Access International, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A. No Subsidiary entities are involved in this proposal
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. There are no DBA or assumed names
4	Provide your CAGE code or Unique Entity Identifier (SAM):	XS5VJRG1HFF6
5	Proposer Physical Address:	31831 Camino Capistrano, Suite 300A San Juan Capistrano, California 92675
6	Proposer website address (or addresses):	www.ipinternational.net
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):	Bryan Hill CEO 31831 Camino Capistrano, Suite 300A San Juan Capistrano, California 92675 bryan.hill@ipinternational.net 949-655-1027
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Gregg Executive Director of Sales 31831 Camino Capistrano, Suite 300A San Juan Capistrano, California 92675 mike.gregg@ipinternational.net 321-710-7700
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Alan Rich President 31831 Camino Capistrano, Suite 300A San Juan Capistrano, California 92675 alan.rich@ipinternational.net 949-655-1028

**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 25 years IP Access has been helping public agencies solve complex problems by providing turn-key solutions that meet their requirements, budgets and technical capabilities. Wireless solutions require a plethora of skill sets to accomplish and with Private Wireless there are few companies who take the customers prerogative rather than pushing the brand they work for. Our core value is to provide the customer with a fully supported "Best of Breed" solution with cradle to grave support.
11	What are your company's expectations in the event of an award?	As we have done with the award we were granted on the Public Safety Communications contract 042021-IAC, we will market these Private Wireless solutions to our current and prospective agencies to develop as many projects as possible. We believe Private Wireless time has come. With the public wireless companies reaching the limit of where they believe they can make money, many agencies who have missions that take them out of populated areas are left with limited or no communications. The solutions that IP Access uniquely offer can bring the connectivity they need in places no commercial wireless carrier would go.
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.	IP Access is a debt free privately held entity with over 25 years in business. Please see the attached financial statements.
13	What is your US market share for the solutions that you are proposing?	Approximately 20%
14	What is your Canadian market share for the solutions that you are proposing?	Less than 5%
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) Managed Service Provider  IP Access maintains a robust engineering and sales force who are all direct employees. In addition we have a very developed ecosystem of hardware manufacturer partners and local installers who work directly for IP Access. The manufacturers provide us access to their latest equipment developments which we test and certify before implementing into our solutions. The local installers help to keep the cost of ongoing maintenance to a minimum while still providing the customer with a "one throat to choke" managed service.
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.	Our organization, along with any third parties and subcontractors we engage, adheres strictly to industry standards and regulatory requirements relevant to the deployment and operation of Private Wireless Networks (PWN). We hold all necessary licenses and certifications for the spectrum used, including but not limited to, FCC licenses for operating in specific frequency bands such as CBRS. Additionally, we ensure compliance with local and national regulations by maintaining up-to-date regulatory certifications and licenses for telecommunications infrastructure deployment. Our subcontractors are carefully vetted to ensure they also meet these stringent requirements, ensuring seamless and compliant project execution from start to finish. If the customer desires utilizing licensed frequencies for their PWN build then they would need to (with our assistance) apply for and hold FCC licenses for those frequencies.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A, There have been none

**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	We have received numerous recognitions from our customers over the past five years for work that has been delivered. We do not have any Industry awards however.	*
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 85%	*
21	What percentage of your sales are to the education sector in the past three years	Less than 2%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell Contract IP Access 042021-IAC: \$1,324,055 California State Contract: \$1,965,000 Florida State Contract: \$8,540 Virginia State Contract: \$0 Massachusetts State Contract : \$0 San Francisco City and County Contract: \$0	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None.	*

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities and for whom you have performed projects relevant to private wireless services. .

Entity Name *	Contact Name *	Phone Number *	
California Office of Emergency Services	Budge Currier	916-591-1843	*
CalFire	Chief Tom Webb	916-516-2924	*
Central Pierce Fire and Rescue	Brent VanKeulan	253-538-6404	*

**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 *	
California OES	Government	California - CA	Wireless Communications Private wireless and emergency communications for disaster recovery	\$100,000-\$200,000	\$3,500,000	*
Texas DPS	Government	Texas - TX	Wireless Communications Mobile Communications for emergency response beyond public cellular range	\$50,000-\$100,000	\$1,500,000	*
CalFire	Government	California - CA	Wireless Communications Communications beyond the coverage of public cellular networks for fire response	\$50,000-\$150,000	\$1,300,00	*
Central Pierce Fire and Rescue	Government	Washington - WA	Wireless Communications Communications beyond the coverage of public cellular networks for fire response including Private Wireless for subterranean rescues	\$300,000-\$400,000	\$800,000	*
Los Angeles County Sheriff	Government	California - CA	Private Secure Wireless Communications to transmit body cam video back to central command	\$50,000-\$100,000	\$800,000	*

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *
26	Sales force.	IP Access currently maintains a nationwide US sales force. We have sales people strategically located around the country who can meet in person with agencies and demonstrate our solutions. Each sales person is equipped with a vehicle that is loaded with technology capable of demonstrating and training our customers and prospects. In person sales and support in the public sector is still by far the most powerful way to sell solutions.
27	Dealer network or other distribution methods.	Although the majority of our sales are direct, we have dealers in California, Texas, Florida and Virginia. In addition our manufacturing and technology partners provide us with a significant amount of lead generation because we are the best way to display their technologies while also dealing with all of the additional products needed to round out the overall solution.
28	Service force.	See 26 above.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell awarded contracts will be tracked through our CRM. The process includes configuration, testing and shipping of hardware as well as the provisioning of services.  If an order is initiated by a dealer, the customer facing sales process will be the same as above. On the finance side we will invoice the customer directly per the Sourcewell contract, and handle the payment terms from IP Access to the dealer.
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.	Customers can open a ticket by email or phone. A ticket will be generated within 15 minutes and a service technician will be assigned for troubleshooting.  Response times: 15 Minutes - initial contact and ticket generation. 1 Hour - escalation to Tier 2. 2 Hour - escalation to Network Operations Director 3 Hour - escalation to Chief Technical Officer
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Fully willing and able.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Fully willing and able.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None.
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?	None.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None.

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our Go-to-Market strategy includes: Customer visits - Usually exercises where customers can experience the products Trade Shows - Always with Sourcewell table top flags a material Digital Marketing - Sourcewell badge on all pages Vender partners - Our partners promote the fact that we can provide ease of procurement through our SourceWell contract.  Marketing example attached
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	IP Access is integrated with SalesForce CRM including advanced integration with Google to run marketing and SEO campaigns. We utilize blogs extensively to help educate our market on how new technologies can assist in meeting their missions. We work with our technology partner to leverage back links as well to drive lead gen.
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?	In our experience as a current Sourcewell contract awardee the main role of Sourcewell is to educate the agencies across the country about the benefits of the Sourcewell contract. In many states there is still a lack of knowledge about Sourcewell and when they understand how efficient it is it really helps in the sales cycle.
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.	Only through a "request a quote" process. We always need to certify the agency and appropriateness of our solution prior to procurement.

**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.	Our offerings to Sourcewell participating entities include a comprehensive range of products, equipment, and tailored maintenance services, complemented by operator training programs designed to ensure the efficient operation and management of private wireless networks. Products and Equipment: We provide state-of-the-art network equipment, including base stations, small cells, core network components, antennas, and radio units suitable for LTE and 5G networks. These are complemented by software solutions for network management and custom application development, ensuring participating entities have access to the latest in private wireless network technology. Maintenance Services: Our maintenance services are designed to ensure the continuous optimal performance of the network infrastructure. This includes scheduled preventative maintenance, emergency repair services, and software updates. We offer both standard maintenance packages and optional extended services, allowing entities to choose the level of support that best fits their operational needs. Operator Training Programs: Standard Training: This training covers basic operation, routine maintenance, and troubleshooting procedures. It is provided by our certified trainers and aims to equip operators with the necessary skills to manage day-to-day network operations efficiently. Optional Advanced Training: For entities requiring deeper knowledge or specific expertise, we offer advanced training modules covering network optimization, advanced troubleshooting, and custom application development. This training is provided by experts in the field and can be tailored to the specific needs of the entity. Additional costs apply for advanced training, depending on the depth and duration of the program.



41	Describe any technological advances that your proposed products or services offer.	<p>Our proposed products and services integrate several technological advances that set them apart and provide substantial benefits for the deployment and operation of private wireless networks. These innovations cater to enhancing network performance, security, efficiency, and scalability.</p> <ol style="list-style-type: none"> <li>1. Advanced LTE and 5G Technologies: We leverage the latest developments in LTE and 5G technologies, offering faster data speeds, lower latency, and increased connection density. This enables the support of a myriad of applications, from high-definition video streaming and IoT connectivity to critical real-time control systems, ensuring robust and responsive network performance.</li> <li>2. Dynamic Spectrum Access (DSA): Our solutions incorporate DSA technology, allowing for efficient use of both licensed and unlicensed spectrum bands. This adaptability ensures optimal network performance even in congested or interference-prone environments, by dynamically shifting frequencies as needed.</li> <li>3. Network Slicing and Virtualization: We utilize network slicing and virtualization to create multiple virtual networks within a single physical network infrastructure. This enables the customization of network segments for specific applications or services, optimizing resource use and allowing for tailored security and performance levels.</li> <li>4. Enhanced Security Features: Our products come with advanced security features, including end-to-end encryption, secure access controls, and network segmentation. These features provide robust protection against cyber threats, ensuring the integrity and confidentiality of data transmitted over the network.</li> <li>5. AI and Machine Learning for Network Management: Implementing AI and machine learning algorithms, our network management tools can predictively analyze network traffic, detect potential issues before they impact performance, and automatically optimize network configurations. This proactive approach to network management enhances reliability and efficiency.</li> <li>6. Energy-Efficient Technologies: Recognizing the importance of sustainability, our equipment incorporates energy-efficient technologies that reduce power consumption without compromising network performance. This not only lowers operational costs but also supports environmental sustainability initiatives.</li> <li>7. IoT and M2M Communication Enhancements: Our solutions are optimized for IoT and machine-to-machine (M2M) communications, supporting a vast number of devices with minimal latency and high reliability. This is crucial for applications such as industrial automation, smart cities, and remote monitoring, where vast data exchange occurs in real-time.</li> <li>8. Scalability and Future-Proofing: Designed with scalability in mind, our network infrastructure can easily accommodate growth in user numbers and data volume, as well as the integration of future technological advancements. This ensures that investments made today will continue to deliver value in the long term, adapting to evolving business needs and technological landscapes.</li> </ol> <p>These technological advances reflect our commitment to providing cutting-edge solutions that meet the current and future needs of our clients, ensuring that they can build and maintain state-of-the-art private wireless networks with confidence.</p>
----	--	--

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.	<p>1. Energy-Efficient Equipment: We design and deploy network equipment that adheres to the latest energy efficiency standards, significantly reducing power consumption across our product range. This equipment is engineered to minimize energy use without compromising performance, contributing to lower operational costs and reduced carbon footprint for our clients.</p> <p>Certifying Agency: Energy Star, the international standard for energy-efficient consumer products.</p> <p>2. Eco-Friendly Manufacturing Processes: Our manufacturing processes are designed to minimize waste and reduce environmental impact. We use recycled materials wherever possible and employ manufacturing techniques that reduce emissions and energy use.</p> <p>Certifying Agency: ISO 14001, which sets out the criteria for an environmental management system.</p> <p>3. Sustainable Packaging: We utilize sustainable packaging materials that are recyclable and biodegradable, reducing the use of plastics and other non-renewable resources. Our packaging design is optimized to minimize waste and encourage recycling.</p> <p>Certifying Agency: Forest Stewardship Council (FSC) for paper-based packaging, ensuring materials are sourced from responsibly managed forests.</p> <p>4. Renewable Energy Initiatives: Our company invests in renewable energy projects and incorporates renewable energy sources into our operations and data centers. This includes the use of solar panels and wind energy to power facilities, reducing reliance on fossil fuels.</p> <p>Certifying Agency: Renewable Energy Certificates (RECs) and Leadership in Energy and Environmental Design (LEED) for building and operation practices.</p> <p>5. Product Take-Back and Recycling Program: We offer a product take-back program, encouraging clients to return end-of-life equipment for recycling or safe disposal, preventing electronic waste from reaching landfills.</p> <p>Certifying Agency: E-Stewards and Responsible Recycling (R2) Standards for electronics recycling.</p>
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.	<p>1. Energy Star Certification: Many of our networking equipment and devices have received Energy Star certification, indicating they meet the strict energy efficiency guidelines set by the U.S. Environmental Protection Agency (EPA). This certification covers a range of products, from servers and storage equipment to networking hardware, ensuring they are energy-efficient and help reduce greenhouse gas emissions.</p> <p>2. EPEAT (Electronic Product Environmental Assessment Tool): Some of our products are rated under the EPEAT registry, which helps purchasers evaluate, compare, and select electronic products based on their environmental attributes. We have products that achieve Gold and Silver ratings, reflecting their design for longevity, energy efficiency, reduced use of hazardous materials, and recyclability.</p> <p>3. ISO 14001: Many of our hardware manufacturers maintain ISO 14001 certification for our environmental management system, demonstrating our systematic approach to managing environmental impacts of our operations and products. This includes efforts in sustainable resource use, waste management, and continuous improvement in environmental performance.</p> <p>4. Forest Stewardship Council (FSC): For most of our product packaging, we use materials certified by the FSC. This certification ensures that the paper products come from responsibly managed forests that provide environmental, social, and economic benefits.</p> <p>5. RoHS (Restriction of Hazardous Substances): Our products comply with RoHS directives, limiting the use of specific hazardous materials found in electrical and electronic products. This certification is crucial for reducing environmental impact and promoting the recyclability of electronic waste.</p>
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.	<p>Although we no longer hold a Small Business certification ourselves due to the success of our business our company's goal is to reach 35% SDVOB or WOB contractors penetration for our subcontractors.</p>

45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>1. Comprehensive Integration with Sourcewell's Procurement Process: Our solutions are specifically designed to align with Sourcewell's cooperative purchasing framework, streamlining the procurement process for members. This means faster deployment of technology solutions with less administrative overhead, ensuring that projects can move forward promptly and efficiently.</p> <p>2. Customized Solutions for Public Sector Needs: Understanding the unique challenges and requirements of the public sector, our products and services are tailor-made to address the specific operational, security, and compliance needs of Sourcewell participating entities. Whether it's enhancing public safety networks, supporting smart city initiatives, or providing robust connectivity for educational institutions, our solutions are crafted with the public sector in mind.</p> <p>3. Advanced Security and Compliance: Our products and services come with advanced security features tailored to the stringent requirements of the public sector. This includes end-to-end encryption, network segmentation, and compliance with federal and state regulations, ensuring that sensitive data is protected against evolving cyber threats.</p> <p>4. Sustainability and Green Initiatives: Recognizing the growing importance of environmental sustainability, our offerings include eco-friendly products and services certified by recognized agencies. From energy-efficient network equipment to recyclable packaging and take-back programs, we help Sourcewell members achieve their sustainability goals.</p> <p>5. Dedicated Support and Training: We provide comprehensive support and training programs, including 24/7 technical support, on-site training sessions, and online resources tailored to the needs of Sourcewell members. This ensures that entities have the knowledge and assistance they need to effectively use and manage their private wireless networks.</p> <p>6. Future-Proof and Scalable Solutions: Our technology solutions are designed to be both scalable and future-proof, accommodating growth and technological advancements. This means that Sourcewell members can invest with confidence, knowing their infrastructure can evolve to meet future demands without requiring complete overhauls.</p> <p>7. Industry-Leading Technological Innovations: We leverage the latest advancements in LTE and 5G technologies, dynamic spectrum access, network slicing, and AI-driven network management to provide Sourcewell members with state-of-the-art wireless network solutions. These innovations offer improved performance, reliability, and efficiency, setting our offerings apart in the marketplace.</p>
----	---	--

**Table 9A: Warranty**

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

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes. If the damage is caused by improper testing, installation, storage, mishandling, abuse or misuse, fire, power failure, explosion, act of nature, or the warranty period has expired.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In some cases it is covered, depending on the manufacturer's warranty that is in place.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranties are passed through to the original equipment manufacturer. We however always manage the RMA process, troubleshooting and resolution directly with the customer and then manage the manufacturer to ensure they comply with the terms and conditions of these products.	*
51	What are your proposed exchange and return programs and policies?	For products that are inventoried, we immediately ship an "advanced replacement" for the customer to use while their product is being repaired. The advanced replacement is shipped for Next Business Day delivery in the United States, and International Priority for International destinations.	*
52	Describe any service contract options for the items included in your proposal.	Customers will have the opportunity to purchase extended warranties on an annual basis.	*

**Table 9B: Performance Standards or Guarantees**

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

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services	We meet all terms and conditions for the customer and pass through all vendor warrantees.	*
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We meet all terms and conditions for the customer and pass through all vendor warrantees.	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	We offer all types of payment terms depending on the project and if it is a fully managed service with recurring charges or a build deliver and bill. From Prepay to N90 are very typical but these projects can span the full range of options due to their size and scope	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	IP Access has worked with NCL, a Sourcewell contract holder who will package leases for technology sold to government entities. We plan to extend these services to customer on this contract should they wish to explore a lease financing option.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Service order which includes SLA and Terms and Conditions is attached.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes we accept the P-Card procurement and payment process. There are no additional cost for Sourcewell participating entities for using this process.	*

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing model provides multiple categories, each with a minimum discount off of MSRP. Additional volume discounts can be attained depending on the products and services. In addition we offer multi year discounts on managed services that are in addition to the discounts listed on the attached price list.
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	For this Contract we are prepared to offer the following category discounts: A) Hardware 10%-20% B) Engineering Services 10% C) Satellite based backhaul 20% D) Subscriber Management 5% E) Software 10% F) Professional Service 10% G) Extended Warranty 10% H) License Fees and Sourced Goods - Cost Plus 15%
61	Describe any quantity or volume discounts or rebate programs that you offer.	All manufacturer quantity discounts will be extended to Sourcewell participating entities in addition to the category discounts listed in line item 60 above.
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced goods will be invoiced at cost plus 15%. This would only apply to non-standard items. All items on our Sourcewell schedule or otherwise sold by IP Access as a normal course of business will receive normal category discounts. IP Access will update the Sourcewell price book from time to time to keep it up to date on new product models and pricing
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	When quotes are made to participating agencies all expenses and charges will be listed to include any caveats that may exist. PW projects are all very unique and typically complex. Scoping our the total cost and expense is where our expertise can assist the agencies to ensure budgets are met and no unforeseen expenses are incurred.
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	We will manage logistics and shipping at no additional charge if the customer supplies us with a shipping/freight account number. If shipping is an additional cost, we will charge cost +15%.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We will manage logistics and shipping at no additional charge if the customer supplies us with a shipping/freight account number. If shipping is an additional cost, we will charge cost +15%.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We maintain warehouses in Central Florida and Southern California to expedite shipping to the customer from the most beneficial location. It is in these locations that quality assurance takes place with testing configuration. In addition we repack and bundle equipment so that all pertinent equipment is together for each location which prevents misplaced or lost items.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	For this Contract we are prepared to offer the following category discounts: A) Hardware 10%-20% B) Engineering Services 10% C) Satellite based backhaul 20% D) Subscriber Management 5% E) Software 10% F) Professional Service 10% G) Extended Warranty H) License Fees and Sourced Goods - Cost Plus 15%

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with 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.	<p>We report and retain the pricing record of all products on a weekly basis. This allows us to memorialize any changes made to our products. Our systems automatically calculate pricing for Sourcewell participating agencies. The weekly backup also allows us to see all price history to ensure that the Sourcewell pricing is accurate, and if there is a discrepancy, we can identify the day that it happened .</p> <p>We perform monthly reporting and review of all Sourcewell sales. Quarterly we perform an in depth audit before reporting our sales detail and administrative fees due to Sourcewell.</p> <p>IP Access will designate a unique system designator ID for Sourcewell. This will insure that Sourcewell participating entities will receive the designated discounts, and will be part of the quarterly reporting.</p>
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Internally we monitor prior to current financial periods with regard to Sourcewell sales. This includes previous to current year, quarter and month. We also report and review Sourcewell sales against all sales in general as a percentage in each of the financial periods described above.
70	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.)	IP Access wishes to propose a 2% administration fee on all sales revenue under this contract. In the event that another state adopts this contract we would pay 1% to Sourcewell and 1% to the State or the amount required by law.

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

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

71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p><b>Equipment and Products</b></p> <ol style="list-style-type: none"> <li>1. Base Stations and Small Cells: We offer state-of-the-art LTE and 5G base stations and small cells optimized for various deployment scenarios, from urban areas to remote locations. These are designed for easy integration and scalability, ensuring reliable coverage and capacity expansion as needed.</li> <li>2. Core Network Components: Our core network solutions include high-performance servers and networking hardware, essential for managing data traffic, ensuring secure and efficient communication across the network.</li> <li>3. Antennas and Radio Units: Advanced antennas and radio units capable of supporting a wide range of frequencies and ensuring optimal signal strength and quality, critical for maintaining high-performance connectivity.</li> <li>4. Networking Hardware: Switches, routers, and other networking hardware designed for robust performance and high reliability, enabling seamless data flow and connectivity within the network infrastructure.</li> </ol> <p><b>Services</b></p> <ol style="list-style-type: none"> <li>1. Network Design and Implementation: Customized network design services tailored to the specific needs and challenges of each entity, including site surveys, capacity planning, and architecture design. Followed by professional implementation services ensuring the network is deployed to meet performance and reliability expectations.</li> <li>2. Security and Compliance Solutions: Advanced security services, including end-to-end encryption, network segmentation, and threat monitoring, tailored to protect sensitive information and comply with government regulations.</li> <li>3. Maintenance and Support: Comprehensive maintenance plans and 24/7 support services designed to ensure network reliability and uptime. This includes proactive monitoring, regular updates, and rapid response to issues.</li> <li>4. Training and Education Programs: A range of training options for staff, from basic operational training to advanced technical workshops, ensuring that entities can effectively manage and utilize their network infrastructure.</li> <li>5. Consulting and Advisory Services: Expert consulting services covering various aspects of network deployment, operation, and optimization, including technology updates, expansion strategies, and performance improvement plans.</li> </ol>
72	Describe your supported 911 features and the planning, design, implementation and management products, services and process steps required.	Depending on the design of the system we would leverage whatever VoIP system is preferred or implement compliant 911 devices and services to networks that can support voice services.
73	Describe your solutions, services, and qualifications, for preventing, mitigating, and responding to private wireless network intrusions and attacks.	<ol style="list-style-type: none"> <li>1. Advanced Encryption Standards: We implement the latest encryption technologies to protect data in transit across the network, including AES-256, ensuring that sensitive information remains confidential and secure from unauthorized access.</li> <li>2. Intrusion Detection and Prevention Systems (IDPS): Our IDPS solutions are designed to continuously monitor network traffic for signs of unusual activity or known threats. These systems automatically alert administrators and can take predefined actions to block malicious traffic, effectively preventing potential breaches.</li> <li>3. Network Segmentation: We utilize network segmentation to divide the broader network into smaller, more manageable segments. This not only enhances performance but also limits the spread of any intrusion, making it easier to isolate and mitigate threats.</li> <li>4. Zero Trust Architecture: Adopting a Zero Trust approach, we can ensure that no entity within or outside the network is trusted by default. Access controls and identity verification are rigorously enforced, minimizing the risk of insider threats and lateral movement by attackers.</li> <li>5. Regular Security Audits and Compliance Checks: Our services include comprehensive audits and assessments to identify vulnerabilities and ensure compliance with industry standards and regulations, such as GDPR, HIPAA, and PCI-DSS, depending on the client's operational domain.</li> <li>6. Security Patch Management: We offer a proactive patch management service to ensure that all network components and devices are up-to-date with the latest security patches, reducing the risk of exploitation through known vulnerabilities.</li> <li>7. Employee Training and Awareness Programs: Recognizing that human error is a significant factor in network security breaches, we provide extensive training and awareness programs for our clients' staff, covering best practices in cybersecurity hygiene and response protocols.</li> </ol>
74	For each of the industries listed below (as	Airports



applicable), describe your understanding of the typical challenges, opportunities, use cases, and solutions for:

- Airports
- Cities/Governments (local and federal)
- Universities/Stadiums
- K-12
- Healthcare
- Ports/Warehouses
- Other

**Challenges:** Airports face unique challenges, including ensuring seamless communication across vast areas, managing high traffic volumes, and maintaining high security and safety standards. Scalability and interoperability between various systems and technologies are also major concerns.  
**Opportunities:** Implementing private wireless networks can significantly enhance operational efficiency, improve passenger experience, and bolster security measures through advanced surveillance and analytics.  
**Use Cases:** Real-time tracking of baggage and equipment, efficient passenger flow management, and secure, reliable communication channels for airport staff and emergency services.  
**Solutions:** Deployment of LTE or 5G networks to support IoT applications for asset tracking, installation of smart security systems, and provision of high-speed connectivity for passengers and operations.

Cities/Governments

**Challenges:** Cities and governments must address the digital divide, ensure public safety, and improve urban infrastructure efficiency while dealing with budget constraints and regulatory issues.  
**Opportunities:** Smart city initiatives offer the potential to enhance quality of life, streamline city operations, and foster sustainable development through intelligent technology deployments.  
**Use Cases:** Smart traffic management, public Wi-Fi networks, emergency response systems, and environmental monitoring.  
**Solutions:** Private wireless networks support a wide array of smart city applications, from traffic sensors and CCTV enhancements to robust emergency communication systems. For the California Office of Emergency Services (CalOES) we redesigned their statewide private wireless network to add capacity and redundancy using a variety of solutions and frequencies.

Universities/Stadiums

**Challenges:** Managing high-density connectivity demands, ensuring campus or venue safety, and providing an engaging experience for students or attendees pose significant challenges.  
**Opportunities:** Digital transformation initiatives can enhance learning environments, streamline campus operations, and elevate the event experience for attendees.  
**Use Cases:** Virtual learning environments, efficient campus security systems, and immersive fan experiences through augmented reality (AR) or virtual reality (VR).  
**Solutions:** High-capacity wireless networks enable IoT for smart campus solutions, support for digital learning tools, and connectivity for AR/VR applications in stadiums. For a confidential customer we designed and deployed an IoT network for industrial system management and control that spanned their entire campus.

K-12

**Challenges:** K-12 institutions face issues around digital equity, cybersecurity, and integrating technology into the curriculum effectively.  
**Opportunities:** Technology can play a crucial role in facilitating personalized learning, improving administrative efficiency, and ensuring a safe learning environment.  
**Use Cases:** Digital classrooms, online learning platforms, and smart security systems for student safety.  
**Solutions:** Secure wireless networks provide the backbone for e-learning tools and IoT devices for monitoring and security, ensuring all students have access to digital resources. Like we designed for NBCUniversal, a licensed spectrum approach might be best.

Healthcare

**Challenges:** Healthcare institutions must manage sensitive patient data securely, ensure high availability of critical systems, and adapt to evolving health technologies.  
**Opportunities:** Telemedicine, patient monitoring, and operational efficiency can be significantly improved through the use of advanced networking solutions.  
**Use Cases:** Remote patient monitoring, real-time access to medical records, and IoT-enabled medical devices.  
**Solutions:** Private LTE or 5G networks in healthcare settings enable secure and reliable connectivity for telehealth services and IoT healthcare devices, improving patient care and operational efficiency.

Ports/Warehouses

		<p>Challenges: Ports and warehouses deal with logistical complexities, inventory management, and the need for real-time tracking of goods and equipment.                  Opportunities: Automation and improved logistics management through technology can enhance efficiency, accuracy, and safety in these environments.                  Use Cases: Automated guided vehicles (AGVs), real-time inventory tracking, and predictive maintenance for equipment.                  Solutions: Deployment of our private wireless network solution, like we have done for the US Navy's Ready Reserve Force, facilitates the use of AGVs, RFID for inventory management, and IoT sensors for monitoring equipment health, streamlining operations and reducing downtime</p>
75	<p>Describe your PWN solutions regarding IoT use cases and associated deployment maturity (ex: conceptual, lab, pilot in-progress, pilot complete, permanent deployment in-progress, permanent deployment fully commissioned, and project closed out). Describe your experience with both simple and complex IoT deployments.</p>	<p><b>IoT Use Cases and Deployment Maturity</b></p> <p>Smart Campus (Permanent Deployment Fully Commissioned): We've successfully implemented smart campus solutions, including industrial equipment monitoring and control and mobile device dynamic connectivity. These projects have transitioned from conceptual stages through pilots to fully commissioned permanent deployments, significantly improving efficiency.                  Healthcare Monitoring Systems (Pilot): Our IoT solutions in healthcare have included remote monitoring and asset tracking within clinical environments.                  Industrial Automation (Permanent Deployment): For a manufacturing and industrial client, we've deployed IoT for machine monitoring, predictive maintenance, and automated control systems. These complex deployments require diligent requirements gathering and design customization to be successful.</p> <p><b>Experience with Simple and Complex IoT Deployments</b></p> <p>Simple Deployments: Our simple IoT deployments often involve direct sensor-to-network connections, such as environmental monitoring in office buildings or basic asset tracking. These projects typically move quickly from concept to permanent deployment, leveraging our PWN's plug-and-play capabilities and seamless integration with existing systems.</p> <p>Complex Deployments: For complex IoT deployments, such as industrial automation or smart campus infrastructures, the process involves extensive planning, customization, and integration with multiple systems and technologies. These projects may require iterative testing and pilot phases to ensure scalability, security, and interoperability. Our team's expertise in network architecture, security protocols, and IoT platforms ensures these more ambitious projects meet their objectives effectively.</p>
76	<p>Describe your solutions, services, and best practices for designing and deploying multiple geographically separated sites, as one PWN network (ex: two airports owned and operated by a city, extending enterprise systems) and as separate networks.</p>	<p><b>Unified PWN across Multiple Sites</b></p> <p><b>Solutions and Services:</b></p> <p>Centralized Network Management: We implement centralized network management systems that allow for the monitoring, administration, and optimization of network resources across all sites from a single control center. This ensures consistent policies and security measures across the network.                  High-Capacity Core Network: Our solutions include a robust core network capable of handling high traffic volumes and facilitating seamless data exchange between sites, ensuring reliable connectivity and low latency communications.                  Advanced Security Solutions: We deploy end-to-end encryption, intrusion detection systems, and identity management solutions across the network to ensure data integrity and security at every touchpoint.</p> <p><b>Best Practices:</b></p> <p>Comprehensive Site Surveys: Prior to deployment, we conduct detailed site surveys to understand the specific challenges and requirements of each location, ensuring the network design is optimized for coverage and capacity.                  Scalability Planning: Our network architectures are designed with scalability in mind, allowing for easy expansion as the needs of the city or enterprise grow or as new sites are added to the network.                  Redundant Connectivity: To ensure network reliability, we design redundant paths between sites, minimizing the risk of downtime due to link failures.</p>

77	<p>Describe your products and services offered for:</p> <ul style="list-style-type: none"> <li>-Maintaining seamless and continuous connectivity of EUDs</li> <li>-Traversing between PWNs of the same and different PWN manufacturer solutions</li> <li>-Ownership by the same (ex: delivery trucks driving between local, regional, national warehouses) and different Enterprise (ex: aircraft interoperability between airport PWNs)</li> </ul>	<p>Maintaining Seamless and Continuous Connectivity of EUDs</p> <p>Solutions and Services:</p> <p>Advanced Roaming Capabilities: We offer devices and network configurations that support advanced roaming protocols, ensuring EUDs maintain continuous connectivity as they move across coverage areas within the same PWN or between PWNs owned by the same enterprise.</p> <p>Seamless Handover Technology: Our technology ensures a seamless handover between different network cells or PWNs, minimizing data session interruptions and maintaining persistent connections for critical applications.</p> <p>Quality of Service (QoS) Management: To prioritize traffic and ensure seamless connectivity for high-priority applications, we implement dynamic QoS management across the network infrastructure.</p> <p>Traversing Between PWNs of the Same and Different PWN Manufacturer Solutions</p> <p>Solutions and Services:</p> <p>Interoperability Solutions: Our equipment and software are designed to be interoperable with different PWN solutions, adhering to industry standards to facilitate smooth transitions between networks of different manufacturers.</p> <p>Universal SIM Technology: We provide Universal SIM solutions that support multiple network profiles, allowing EUDs to connect to different PWNs without the need for physical SIM swaps, streamlining connectivity across various network infrastructures.</p> <p>Network Slicing and Virtualization: For networks that support slicing, we offer solutions to create virtualized network slices across PWNs, ensuring devices can maintain their service levels and security policies when moving between networks.</p> <p>Ownership by the Same and Different Enterprises</p> <p>Solutions and Services:</p> <p>Multi-Tenant Network Architecture: Our PWN solutions support multi-tenant architectures, allowing different enterprises to share network infrastructure while maintaining separate control and data privacy, ideal for scenarios like airport PWNs where multiple airlines might operate.</p> <p>Dynamic Policy Management: We provide dynamic policy management tools that adjust device access and network resource allocation based on the ownership and operational context of the EUD, ensuring compliance with enterprise-specific policies.</p> <p>Federation Services and Agreements: For EUDs moving between networks owned by different enterprises, we facilitate federation agreements and services, ensuring devices can be authenticated and authorized across network boundaries while maintaining security and privacy standards.</p> <p>Additional Support and Services</p> <p>Comprehensive Support and Maintenance: To ensure the longevity and efficiency of our solutions, we offer ongoing support and maintenance services, including software updates, security patches, and technical support.</p> <p>Consultancy and Customization: Recognizing the unique challenges of each deployment, we provide consultancy services to tailor our solutions to meet specific enterprise needs, whether for a single enterprise managing a fleet of delivery trucks or for collaborative operations like aircraft interoperability between different airport PWNs.</p>
----	---	--

78	Describe how your solutions and offerings will support future load-sharing of wireless communications between WiFi, Distributed Antenna Systems (DAS), CBRS, and other communications technologies.	<p><b>Smart Blending Technology</b></p> <p>Smart blending technology is a sophisticated method that aggregates bandwidth from multiple wireless communication sources (e.g., WiFi, DAS, CBRS) into a single, robust Internet connection. This approach not only increases the total available bandwidth but also enhances redundancy, ensuring continuous connectivity even if one or more of the links fail.</p> <p><b>Key Features of Our Solutions</b></p> <p><b>Aggregation and Load Balancing:</b> Our technology dynamically aggregates bandwidth from different sources, intelligently balancing load across WiFi, DAS, CBRS, and other communications technologies based on real-time network conditions, user demand, and predefined policies.</p> <p><b>Seamless Failover:</b> In the event of a link failure, our solutions automatically reroute data over the remaining available connections without disrupting the user experience, ensuring high reliability and availability.</p> <p><b>Quality of Service (QoS) Management:</b> We prioritize critical applications by implementing advanced QoS management across aggregated links, ensuring that high-priority traffic, such as VoIP calls or video conferencing, receives the bandwidth and low latency it requires.</p> <p><b>Dynamic Path Selection:</b> Our smart blending technology continuously monitors the performance of each link, dynamically selecting the most efficient path for data traffic based on latency, packet loss, and bandwidth availability, optimizing network performance in real-time.</p> <p><b>Scalability and Flexibility:</b> Our solutions are designed to be scalable, easily accommodating additional wireless communication technologies as they become available or as network requirements evolve. This ensures future-proof connectivity solutions that can adapt to emerging standards and technologies.</p> <p><b>Supporting Future Technologies</b></p> <p>As wireless communication technologies continue to evolve, our solutions are designed to seamlessly integrate with future advancements, such as 5G networks and beyond. By maintaining a technology-agnostic approach and adhering to open standards, we ensure that our clients can leverage the latest in wireless communication without extensive overhauls to their existing infrastructure.</p>
79	Describe how your PWN can operate and be managed as a converged, unified, and integrated extension of other enterprise telecommunications networks and infrastructure solutions (cabled and wireless).	<p><b>Seamless Integration with Existing Networks</b></p> <p><b>Interoperability Standards:</b> Our PWN solutions adhere to global telecommunications standards, ensuring they can interoperate smoothly with existing cabled and wireless networks. This includes support for standard networking protocols, interfaces, and APIs that facilitate easy integration with enterprise LANs, WANs, and other wireless</p>
80	Describe your ability to integrate with distributed antenna systems.	<p><b>Standards-Based Solutions:</b> Our PWN solutions are designed in compliance with international standards, ensuring they can interoperate effectively with DAS infrastructure. This includes adherence to 3GPP standards for cellular networks and IEEE standards for Wi-Fi, enabling a broad compatibility range with various DAS configurations.</p> <p><b>Flexible Interface Support:</b> We ensure our equipment supports the necessary interfaces for seamless integration with DAS, including CPRI (Common Public Radio Interface) for cellular systems and standard Ethernet interfaces for IP-based communications. This flexibility allows for efficient data exchange and control signaling between the PWN and DAS components.</p>

81	Describe your PWN solutions regarding IoT use cases and associated deployment maturity (ex: conceptual, lab, pilot in-progress, pilot complete, permanent deployment in-progress, permanent deployment fully commissioned, and project closed out).	<p>Project Overview: For an undisclosed client, we designed and deployed a LoRaWAN network tailored for hosting Internet of Things (IoT) devices. These devices, attached to assets like shipping containers and vehicles, required the capability to seamlessly jump from network to network depending on their geographic location, balancing the trade-off between range and bandwidth.</p> <p>Success Factors:</p> <ul style="list-style-type: none"> <li>• Innovative use of frequencies that supported wide but low-bandwidth connectivity, ideal for tracking and monitoring applications across vast geographic areas.</li> <li>• Custom solution that addressed the unique challenge of maintaining connectivity for mobile assets, enabling effective logistics and asset management.</li> </ul>
82	Describe your approach, process, and timeline for testing and implementing software updates to the PWN.	<p>Approach</p> <p>Risk Assessment and Planning: Before initiating any updates, we conduct a thorough risk assessment to understand the potential impacts on network operations and services. This assessment informs the development of a detailed update plan, including rollback strategies in case of unforeseen issues.</p> <p>Stakeholder Engagement: We engage with all relevant stakeholders, including IT teams, network administrators, and end-users, if necessary, to communicate the update timeline, expected benefits, and any potential service disruptions during the implementation phase.</p> <p>Process</p> <p>Pre-Update Testing:</p> <ul style="list-style-type: none"> <li>• Lab Testing: Initially, software updates are deployed in a controlled lab environment that mirrors the live network setup. This allows us to evaluate the update's impact on network performance, compatibility with existing hardware and software, and uncover any potential issues.</li> <li>• Pilot Testing: Following successful lab testing, the update is rolled out to a select pilot group within the live environment. This phase aims to assess the update's real-world performance and identify any adjustments needed before full deployment.</li> </ul> <p>Implementation:</p> <ul style="list-style-type: none"> <li>• Scheduled Rollout: Based on insights from the pilot testing, the update is scheduled for full deployment during low-traffic periods to minimize disruption. The rollout is typically performed in stages, starting with less critical network segments to further ensure service continuity.</li> <li>• Monitoring and Support: Throughout the rollout, our team closely monitors the network for any signs of issues, with support teams on standby to address any problems immediately.</li> </ul> <p>Post-Update Review:</p> <ul style="list-style-type: none"> <li>• Performance Assessment: After the update, we conduct a comprehensive review to assess its impact on network performance against the expected outcomes. This includes monitoring key performance indicators (KPIs) and gathering stakeholder feedback.</li> <li>• Documentation and Reporting: Findings from the performance assessment are documented, and a detailed report is provided to stakeholders, outlining the update's success and any lessons learned for future updates.</li> </ul>

<p>83</p>	<p>List and describe your various core solution options offered (ex: on-premises, cloud, hybrid, distributed, core services platform) and key differentiators. For each solution, describe the your experience deploying and managing the solution.</p>	<p><b>1. On-Premises Solution</b>                  Description: Our on-premises solution is designed for organizations seeking complete control over their private wireless network infrastructure. It involves deploying the core network components, including servers and software, directly within the client's facilities. This model offers the highest levels of security and customization.                  Key Differentiators:  <ul style="list-style-type: none"> <li>● Enhanced security and data privacy, as data remains within the client's control.</li> <li>● Customizable to meet specific operational needs and compliance requirements.</li> </ul>                 Past Performance: We have successfully deployed on-premises solutions for government agencies and media companies, where data security and uptime are paramount. Our deployments have demonstrated improved network performance and reliability, meeting strict security standards.</p> <p><b>2. Cloud Solution</b>                  Description: The cloud-based solution leverages cloud infrastructure to host the PWN core network, offering scalability, flexibility, and reduced operational costs. It's ideal for organizations looking to minimize upfront investments and those requiring rapid scalability.                  Key Differentiators:  <ul style="list-style-type: none"> <li>● Scalability to easily adjust resources based on demand.</li> <li>● Cost-effective, with reduced need for on-site hardware and maintenance.</li> </ul>                 Past Performance: Our cloud solutions have been adopted by smaller government agencies enabling them to deploy private wireless networks without significant initial investments. Clients have benefited from the agility to scale operations and introduce new services quickly.</p> <p><b>3. Hybrid Solution</b>                  Description: The hybrid solution combines on-premises and cloud components, offering a balance between control, security, and scalability. It's suitable for organizations looking to leverage the cloud's flexibility while retaining sensitive operations in-house.                  Key Differentiators:  <ul style="list-style-type: none"> <li>● Flexibility to keep critical data on-premises while using the cloud for less sensitive operations.</li> <li>● Scalable and cost-effective, allowing for growth without substantial upfront investments.</li> </ul>                 Past Performance: We have implemented hybrid solutions for media and entertainment sectors, where there's a need to handle sensitive data securely while also requiring the ability to scale services. These deployments have enhanced operational efficiency and data handling capabilities.</p> <p><b>4. Distributed Solution</b>                  Description: Our distributed solution is designed for organizations with multiple sites, requiring localized processing and data storage at the edge of the network. This approach reduces latency, improves performance, and supports IoT and mobile applications.                  Key Differentiators:                  Low latency for critical applications by processing data closer to the source.  <ul style="list-style-type: none"> <li>● Improved reliability and performance, even in remote or challenging environments.</li> </ul>                 Past Performance: In the manufacturing and logistics industries, our distributed solutions have enabled real-time data processing and analytics at the edge, significantly improving operational responsiveness and efficiency.</p>
<p>84</p>	<p>Describe your solutions for connecting end user devices that do not natively support PWNs. Note which of your solutions apply to 4G, 5G, and 4G/5G combined networks.</p>	<p><b>1. SIM-Based Solutions</b>                  Description: We offer programmable SIM cards and eSIM solutions that can be configured to connect to PWNs. This solution is particularly effective for devices that are cellular-capable but are not initially configured for a specific PWN.                  Applicability: 4G, 5G, 4G/5G combined networks. This approach allows devices to connect to the PWN using standard cellular interfaces, ensuring broad compatibility across a wide range of devices.</p>

## 2. Device Adapters

Description: For devices lacking cellular capabilities or those not designed for PWN connectivity, we provide external adapters that can interface with the device via common connection methods (such as USB, Ethernet, or Wi-Fi) and connect to the PWN using 4G or 5G technology.

Applicability: 4G, 5G, 4G/5G combined networks. These adapters serve as a bridge, enabling non-PWN native devices to access the network seamlessly.

## 3. IoT Gateways

Description: IoT gateways are designed to connect multiple devices, often using different protocols (like Bluetooth, Zigbee, or Wi-Fi), to PWNs. These gateways aggregate data from various sources and transmit it over the PWN, providing connectivity for a wide array of IoT devices.

Applicability: Primarily 4G/5G combined networks, but also applicable separately. Gateways are versatile and can adapt to the specific requirements of the PWN, ensuring devices that do not natively support 4G or 5G can still connect effectively.

## 4. Network Slicing and Virtualization

Description: By utilizing network slicing and virtualization, we can create dedicated network segments within the PWN tailored to support devices with specific connectivity requirements. This can include creating slices that emulate environments more compatible with certain EUDs, even if they do not natively support PWN connectivity.

Description: By utilizing network slicing and virtualization, we can create dedicated network segments within the PWN tailored to support devices with specific connectivity requirements. This can include creating slices that emulate environments more compatible with certain EUDs, even if they do not natively support PWN connectivity.

Description: By utilizing network slicing and virtualization, we can create dedicated network segments within the PWN tailored to support devices with specific connectivity requirements. This can include creating slices that emulate environments more compatible with certain EUDs, even if they do not natively support PWN connectivity.

Applicability: Primarily 5G due to its native support for network slicing, but virtualized network functions can also be implemented in advanced 4G networks to achieve similar outcomes

## 5. Software-defined Radio (SDR) Solutions

Description: SDR solutions offer dynamic network configuration to support various device types and connectivity requirements. By using software-defined policies, the network can adapt in real-time to provide connectivity paths that are compatible with non-native devices.

Applicability: 4G, 5G, 4G/5G combined networks. SDR enhances the network's flexibility, allowing it to support a broader range of devices more effectively.

## Past Performance Experience:

In our deployments across various sectors, including manufacturing, media, and smart campuses, we have successfully integrated a wide range of EUDs into PWNs using these solutions. For example, in media settings, we have used IoT gateways to connect peripheral audio and video devices that lack direct PWN support, enabling real-time data monitoring and analysis over 4G/5G networks. Similarly, in industrial environments, device adapters have been deployed to connect legacy machinery to PWNs, facilitating IoT integration and digital transformation efforts.

85	Describe your mobile edge computing (a.k.a. multi-access edge computing) (MEC) PWN solutions and their key differentiators. For each, describe your experience deploying and managing the solution, as well as associated use cases.	<p>Deployment Experience:</p> <ul style="list-style-type: none"> <li>• The deployment for NBC Universal involved meticulous planning and execution, particularly in ensuring seamless integration with existing PWN infrastructure. Our team conducted extensive testing to optimize MEC performance for media content, addressing unique challenges such as variable bandwidth demands and the need for ultra-reliable, low-latency communication.</li> <li>• Management of the solution post-deployment included continuous monitoring and adjustments to MEC resources to align with fluctuating content production needs, ensuring high availability and performance at all times.</li> </ul> <p>Associated Use Cases:</p> <ul style="list-style-type: none"> <li>• Remote News Gathering: Utilizing MEC, NBC Universal was able to efficiently gather, process, and distribute news content from remote locations, significantly speeding up the availability of news content for broadcast.</li> <li>• Live Event Coverage: For live events, MEC enabled real-time video processing and analysis, supporting instant replays, augmented reality (AR) overlays, and other enhanced viewing experiences.</li> <li>• Content Archiving and Retrieval: MEC facilitated faster content archiving and retrieval at remote production sites, improving efficiency in content management and reuse.</li> </ul>
----	--	--

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

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

Line Item	Category or Type	Offered *	Comments
86	Assessment and strategy	<input checked="" type="radio"/> Yes <input type="radio"/> No	For installing a Private Wireless Network (PWN), our assessment and strategy phase leverages insights from successful deployments, like NBC Universal, focusing on understanding unique operational needs and environment specifics. We begin by evaluating the existing telecommunications infrastructure, content delivery requirements, and potential areas for optimization. This includes identifying the optimal placement for Mobile Edge Computing (MEC) nodes to ensure low-latency, high-bandwidth content processing and distribution. Our strategy formulation involves outlining a scalable, flexible PWN architecture that integrates seamlessly with MEC capabilities, tailored to support real-time media workflows and remote site connectivity demands, ensuring efficient, reliable network performance tailored to the client's specific operational objectives.
87	Network design, migration, and deployment, including network configuration and Spectrum Access System (SAS) registration	<input checked="" type="radio"/> Yes <input type="radio"/> No	In our approach to PWN services for network design, migration, and deployment, we prioritize a seamless integration process, starting with a meticulous network design that aligns with the client's operational requirements and future scalability needs. This includes detailed planning for network configuration to ensure optimal performance and efficiency. A critical step in the deployment process is the Spectrum Access System (SAS) registration, which is essential for managing and optimizing the use of shared spectrum, particularly in the CBRS band. Our team handles the entire SAS registration process, ensuring compliance with regulatory requirements and securing the necessary bandwidth for uninterrupted PWN operation. Through careful coordination, we ensure a smooth migration to the new PWN, minimizing downtime and maximizing network performance from day one.



88	Acquisition and installation of needed equipment to support the private wireless network	<input checked="" type="radio"/> Yes <input type="radio"/> No	The acquisition and installation of equipment for supporting a Private Wireless Network (PWN) are critical steps that demand careful planning and execution. Our process begins with identifying the specific equipment needs based on the network's scale, complexity, and the unique operational requirements of the client. This includes sourcing high-quality components such as base stations, small cells, antennas, and backhaul solutions, ensuring compatibility with Mobile Edge Computing (MEC) functionalities and Spectrum Access System (SAS) requirements. Our experienced installation team meticulously deploys the equipment, focusing on optimal placement for coverage and performance, while also ensuring minimal disruption to existing operations. Throughout this phase, we emphasize transparency, providing clients with regular updates and clear documentation on equipment specifications, installation procedures, and timelines.	*
89	Ongoing operations, maintenance, planning, expansion, and upgrading of the private wireless network and related components	<input checked="" type="radio"/> Yes <input type="radio"/> No	Ongoing operations and maintenance of a Private Wireless Network (PWN) are paramount for ensuring its reliability and performance. Our approach encompasses regular monitoring, timely updates, and preventive maintenance to mitigate potential issues. Planning for expansion and upgrading involves continuously assessing network demands and technological advancements to identify opportunities for improvement. We prioritize scalability and future-proofing, ensuring the network can evolve with growing operational needs and integrate emerging technologies seamlessly. This holistic strategy includes proactive management of network components, software updates, and Spectrum Access System (SAS) adjustments, all aimed at maintaining optimal network performance and supporting the client's dynamic business landscape.	*
90	Related network component solutions, such as private wireless network (PWN) cores, SIMs, radio access networks (RANs), gateways, end user devices (EUDs), network management tools, and products	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our suite of related network component solutions is comprehensive, designed to enhance the functionality and efficiency of Private Wireless Networks (PWN). This includes advanced PWN cores that provide robust and secure data handling, customizable SIM cards for diverse device connectivity, and high-performance Radio Access Networks (RANs) ensuring widespread coverage. Gateways facilitate seamless data transmission between the PWN and external networks, while a variety of End User Devices (EUDs) are supported to meet specific operational needs. Our network management tools offer intuitive interfaces for monitoring, troubleshooting, and optimizing network performance. Additionally, our product portfolio is constantly updated to incorporate the latest technological advancements, ensuring our solutions remain at the forefront of PWN	

**Table 14C: Depth and Breadth of Offered Equipment Products and Services**

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

Line Item	Category	Product/Service	Offered	Explain *	
91	System Features and Capabilities:		<input checked="" type="radio"/> Yes <input type="radio"/> No	We provide	
92		Multi-tenant support (network segmentation/slicing)	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer a wide range of products and services to support multi-tenant solutions.	*
93		Roaming from: Private-to-public networks Public-to-private networks Private-to-private networks	<input checked="" type="radio"/> Yes <input type="radio"/> No	We can provide hardware and software solutions to allow for "roaming" and also offer smart blending technology to handle seamless rollover between networks.	*
94		Performance monitoring	<input checked="" type="radio"/> Yes <input type="radio"/> No	We have an in-house solution for Network Operations Monitoring but can also integrate customer systems if desired.	*
95		Multi-network roaming	<input checked="" type="radio"/> Yes <input type="radio"/> No	We can provide hardware and software solutions to allow for "roaming" and also offer smart blending technology to handle seamless rollover between networks.	*

96		Radio site capacity	<input checked="" type="radio"/> Yes <input type="radio"/> No	Depending on the requirements, design, and frequencies selected we can handle any capacity desired.	*
97		Bandwidth and throughput	<input checked="" type="radio"/> Yes <input type="radio"/> No	Depending on the requirements, design, and frequencies selected we can handle any capacity desired.	*
98		Mode (4G only, 4G to 5G Upgrade, 4/5G mixed mode, 5G only)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Depending on the requirements, design, and frequencies selected we can handle any technology standard desired.	*
99		Quality of Service (QoS)	<input checked="" type="radio"/> Yes <input type="radio"/> No	We typically implement multi-stage QOS at entry points and across networks.	*
100		Network Slicing	<input checked="" type="radio"/> Yes <input type="radio"/> No	As desired we can implement slicing to handle multi-tenant situations or prioritized/segmented traffic.	*
101	Network Components:		<input checked="" type="radio"/> Yes <input type="radio"/> No	We provide	*
102		High Availability	<input checked="" type="radio"/> Yes <input type="radio"/> No	We typically design to 99,999% uptime as required for our public safety customers	*
103		Indoor RAN	<input checked="" type="radio"/> Yes <input type="radio"/> No	If desired	*
104		Outdoor RAN	<input checked="" type="radio"/> Yes <input type="radio"/> No	If desired	*
105		Open/proprietary RAN	<input checked="" type="radio"/> Yes <input type="radio"/> No	If desired	*
106		Open/proprietary Core	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our core systems comply with open standard for interoperability and so generally we prefer to work with Open Core technologies	*
107		SIMs	<input checked="" type="radio"/> Yes <input type="radio"/> No	Both physical and virtual	*
108		End User Devices	<input checked="" type="radio"/> Yes <input type="radio"/> No	We can provide or integrate	*
109		Gateways	<input checked="" type="radio"/> Yes <input type="radio"/> No	We have a variety of options for gateways and can sometimes utilize customer furnished equipment to implement	*
110	Design and Installation Services:		<input checked="" type="radio"/> Yes <input type="radio"/> No	We provide	*
111		RF Design	<input checked="" type="radio"/> Yes <input type="radio"/> No	Optional service	*
112		System Design	<input checked="" type="radio"/> Yes <input type="radio"/> No	Optional service	*
113		Radio Installation	<input checked="" type="radio"/> Yes <input type="radio"/> No	Optional service	*
114		Core Installation	<input checked="" type="radio"/> Yes <input type="radio"/> No	Optional service	*
115		System integration and testing	<input checked="" type="radio"/> Yes <input type="radio"/> No	Optional service	*
116		Application integration support	<input checked="" type="radio"/> Yes <input type="radio"/> No	Optional service	*
117		Network slicing	<input checked="" type="radio"/> Yes <input type="radio"/> No	Optional service	*
118		Operations, Maintenance and Administrative Services:	<input checked="" type="radio"/> Yes <input type="radio"/> No	We can provide scaled services from turn-key to fully vendor supported.	*
119		Spectrum Access System	<input checked="" type="radio"/> Yes <input type="radio"/> No	Optional service	*
120		Network monitoring	<input checked="" type="radio"/> Yes <input type="radio"/> No	Optional service	*

**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 121. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

**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](#) - IP Access PWN Price Book.pdf - Tuesday February 20, 2024 13:41:49
  - [Financial Strength and Stability](#) - 2021-2023 P&L.pdf - Monday February 19, 2024 20:16:52
  - [Marketing Plan/Samples](#) - marketing.pdf - Tuesday February 20, 2024 13:07:56
  - WMBE/MBE/SBE or Related Certificates (optional)
  - Warranty Information (optional)
  - [Standard Transaction Document Samples](#) - Service Support Agreement Draft 010824.docx.pdf - Monday February 19, 2024 20:33:49
  - Requested Exceptions (optional)
  - Upload Additional Document (optional)

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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
<b>Addendum_7_Private_Wireless_Services_RFP_020624</b> Fri February 2 2024 10:45 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_6_Private_Wireless_Services_RFP_020624</b> Wed January 31 2024 08:09 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_Private_Wireless_Services_RFP_020624</b> Tue January 30 2024 12:22 PM	<input checked="" type="checkbox"/>	3
<b>Addendum_4_Private_Wireless_Services_RFP_020624</b> Fri January 26 2024 03:28 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_3_Private_Wireless_Services_RFP_020624</b> Wed January 24 2024 04:00 PM	<input checked="" type="checkbox"/>	3
<b>Addendum_2_Private_Wireless_Services_RFP_020624</b> Thu January 18 2024 08:22 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_1_Private_Wireless_Services_RFP_020624</b> Fri January 12 2024 02:04 PM	<input checked="" type="checkbox"/>	1