

**Solicitation Number: RFP #042021****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 (Vendor).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires June 23, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and 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. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with 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. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

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

11. LIABILITY

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

12. GOVERNMENT DATA PRACTICES

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

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

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

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

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to 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 also require additional requirements based on specific funding specifications. Within this Article, all

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

IP Access International, LLC

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 6/17/2021 | 4:23 PM CDT

DocuSigned by:
Bryan Hill
By: 815622712B7B44C...
Bryan Hill
Title: CEO
Date: 6/17/2021 | 6:35 PM EDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 6/17/2021 | 5:50 PM CDT

RFP 042021 - Public Safety Communications Technology and Hardware Solutions

Vendor Details

Company Name: IP Access International, LLC
Address: 31831 Camino Capistrano
Suite 300A
San Juan Capistrano, CA 92675
Contact: Bryan Hill
Email: bids@ipinternational.net
Phone: 949-655-1000
Fax: 949-240-8072
HST#: 94-3332559

Submission Details

Created On: Tuesday March 30, 2021 10:58:24
Submitted On: Tuesday April 20, 2021 15:05:38
Submitted By: Bryan Hill
Email: bids@ipinternational.net
Transaction #: cb26ed1f-8c17-4193-acf3-7bbfe082213a
Submitter's IP Address: 68.205.94.167

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	IP Access International, LLC
2	Proposer Address:	31831 Camino Capistrano, Suite 300A San Juan Capistrano, California 92675
3	Proposer website address:	www.ipinternational.net
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Bryan Hill CEO 31831 Camino Capistrano, Suite 300A San Juan Capistrano, California 92675 bryan.hill@ipinternational.net 949-655-1027
5	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
6	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 *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>IP Access is proud to provide critical communications solutions to those who protect and serve. This includes complete communications offerings, inclusive of satellite network offerings, terminal hardware, installation and support services. Incorporated in 1999, today IP Access offers satellite and cellular solutions engineered and designed to deliver critical data, voice, and video streaming applications.</p> <p>Additionally, our expertise extends to the operation and management of bandwidth and satellite networks; configuring, commissioning, operating and troubleshooting of mobile satellite terminals, fixed terminals, satellite modems, and networking hardware. Our customer base includes federal, state, county and city governments. IP Access also delivers solutions into enterprise, NGO, energy, banking and insurance markets.</p> <p>IP Access has over 1,000 unique agencies as customers, totaling in excess of 1,700 endpoints operating on our networks. Providing data, voice, and video applications via a sophisticated infrastructure of linked Ku-band satellite hubs, satellites, and land networks, enabling IP Access to provide agencies with multi-network communications all through a single service provider. At the heart of the IP Access offering is the SELECT network, providing multiple satellite options and multiple teleports, ensuring protection against regional disasters and infrastructure disruptions while also allowing for on-demand user-selectable satellite service in the event of line-of-sight or look angle obstructions. FUSION, our latest technology release, combines the SELECT satellite offerings and cellular connectivity in an integrated hardware terminal. This combination brings higher performance and reliability to our customers.</p>	*
8	What are your company's expectations in the event of an award?	Assisting our agency customers in ease of procurement has always been a high priority for IP Access. In anticipation of an award, IP Access would actively market the Sourcwell contract to agencies that are looking to acquire our equipment and services. IP Access would look to Sourcwell to provide resources on qualified participating agencies.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>D-U-N-S Number: 06-275-1180</p> <p>Established 1999</p> <p>Financial statements attached</p>	*
10	What is your US market share for the solutions that you are proposing?	Approximately 30%	*
11	What is your Canadian market share for the solutions that you are proposing?	Less than 3%	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	<p>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.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>IP Access would be best described as a service provider.</p> <p>We employ both a direct and indirect go-to-market strategy. In our direct capacity, we employ a team of five Sales Directors who work with major state and local agencies to collaborate on their communication requirements and provide budgetary and procurement information. Our indirect channel is composed of value added resellers. These resellers include vehicle and trailer manufacturers, integration providers, and communication experts.</p>	*
14	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.	IP Access holds US FCC Radio Station Authorization License #E120202, permitting operation of our satellite network including all customer remote equipment operations associated with the network within the 50 United States, the U.S. Virgin Islands, and Puerto Rico. Additionally, IP Access' installation & field service partners for brick and mortar locations possess all necessary licenses and authorizations (such as contractor's licenses) for the areas in which they operate.	*

15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Although we have received numerous customer accolades over the last 21 years we do not apply or have won any industry awards at this time.	*
17	What percentage of your sales are to the governmental sector in the past three years	2018 - 60% 2019 - 64% 2020 - 71%	*
18	What percentage of your sales are to the education sector in the past three years	<5% each of the last 3 years	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	State of California - STP-SW-SAT-01. Award issued 1/1/2021 and all agencies will be migrating to this contract upon renewal. Estimating \$500,000 per year. State of Virginia - Just awarded in 2020 State of Massachusetts - Just awarded in 2020	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We currently do not hold any GSA contracts or SOSAs	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Calfire	John Rapp	916-653-6622	*
Anderson County Sheriff's Office	Adam Westmoreland	864-332-5740	*
Orange County Fleet Management	Froilan Rivera	707-836-8230	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
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Los Angeles Sheriff's Office	Government	California - CA	<p>In 2018 IP Access was chosen by LASD to implement the replacement fleet for LA-RICS. The Harrier was chosen for its portability and performance capabilities which include integrated satellite, LTE, Band 14, and FirstNet. The fleet consists of 11 Harriers, 2 mobile command units, and 8 voice kits that allow them to turn any internet connection into a 24 person call center. IP Access provides data and voice to all units which include RedPHONE service allowing them to tie into all agencies on the IP Access network off the grid via five digit dial. Notably in 2020 LASD has deployed during Black Lives Matter protests as well as the murder of Pop Smoke. During the initial investigation the location in the Hollywood Hills was completely devoid of comms. LASD supplied the command base with satellite communications using the IP Access network.</p>	<p>Length of Contract: 1 year Number of Locations: 11 sites</p>	\$739,599	*
California Office of Emergency Services (CalOES)	Government	California - CA	<p>Since 2013, the California Governor's Office of Emergency Services (CalOES) has contracted with IP Access to provide voice and data to all CalOES mobile and fixed sites throughout the State of California via the IP Access SELECT Satellite Network. This provides a fully redundant bicoastal teleport and satellite airtime solution with Hosted Private Branch Exchange (PBX) Services. The project was awarded to replace the State's OASIS (Operational Area Satellite Information System) with a new system powered by the IP Access iDirect-based network. This award included the provisioning and ongoing service delivery for voice and data/Internet communications to 80+ fixed and mobile locations throughout the State of California, as well as the capability to activate additional voice capacity and satellite bandwidth on demand when disaster situations dictate such a requirement. This "bandwidth-on-demand" flexibility illustrates IP Access' strong capabilities to serve our installed base of emergency responders with the highest level of service during disaster deployments. This flexibility was proven with the deployment of two OES MEOCs during the Butte Fire in September 2015. Within 3 hours, OES was able to activate a private 4Mbps x 4Mbps network for video conferencing capabilities from California, to FEMA offices in Washington DC. This dedicated</p>	<p>Length of Contract: 2 years with two (2), one (1) year options (13 year customer) Number of Locations: 84 sites</p>	\$1,087,024	*

circuit was active for 30 days to provide bandwidth intensive data services to post updates to incident commanders and the public, retrieve real-time and archived satellite imagery and GIS data. This network expansion was mission critical to CalOES operations and was maintained for an additional 30 days.

When CalOES selected IP Access as their service provider in 2013, the resulting migration reduced the State's monthly expenses for satellite capacity for this project by approximately 75% as a result of new efficiencies from utilizing a shared network platform instead of dedicated equipment and capacity. This has enabled the State to focus on driving other technology and communications developments instead of maintaining satellite networks.

IP Access also holds the contracts for California National Guard, California Air National Guard, CalFIRE, CalTrans, and California Highway Patrol. We have partnered with these agencies for numerous years and have worked on a multitude of projects. If you would like references within these agencies as well we would be happy to provide that.

<p>Texas Department of Public Safety (Texas DPS)</p>	<p>Government</p>	<p>Texas - TX</p>	<p>In 2016, Texas DPS selected IP Access SELECT Satellite Network to provide satellite voice and data services to approximately 50 mobile endpoints. Each unit is configured for data and voice access and these mobile command units can be deployed anywhere throughout the state. Additionally, any of the DPS subscribers can utilize the IP Access "on-demand" additional bandwidth for mission critical activities. During Super Bowl 51 in Houston, TX, DPS utilized the IP Access networks to support activities surrounding this event and accessed an additional "surge capacity". This clearly demonstrated the success and the capabilities of the IPASELECT Network, IP Access' ability to provide "surge capacity" when needed on a deployment.</p> <p>All DPS sites have active voice lines that can 5-digit dial any other DPS locations or any other IP Access customer via the IP Access RedPHONE service. This enables site to site calling without the need for Internet connectivity. In the event the internet is down, or under attack, voice will still be operational.</p> <p>The State of Texas has awarded us a new four year contract to continue to provide the State satellite service and hardware and Mutualink service through 2023 for all of it's mobile command centers. We were the incumbent vendor for the past 4 years, but the entire project had to be rebid. This multi-million dollar contract will ensure that the State has satellite service to all of it's mobile command centers to provide internet service, hosted dial tone, off-grid RedPHONE service, and Mutualink for the next 4 years.</p>	<p>Length of Contract: 5 years Number of Sites: 44 sites</p>	<p>\$1,423,493</p>
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California Department of Transportation (Caltrans)	Government	California - CA	Caltrans selected IP Access to provide satellite voice and data to 15 sites. Each fixed location has data and voice access in the event of disruption of their primary internet connection. The mobile command units can be deployed if necessary throughout the state. When needed, any of these units can deploy up to 24 voice lines, and utilize the IP Access "on-demand" additional bandwidth for mission critical activities. All Caltrans sites (mobile and fixed) have active voice lines that can 5 digit dial any other Caltrans location, the California National Guard, or any of the CalEMA sites. This solution is provided via the IP Access RedPHONE service which enables site to site calling without the need for internet connectivity. So in the event the internet is down, or under attack.	Length of Contract: 2 years (13 year customer) Number of Locations: 15 sites	\$329,480	*
California National Guard	Government	California - CA	For over 5 years, the California National Guard has contracted with IP Access to provide satellite data and voice to 14 mobile command units. The mobile command units can be deployed anywhere in the 50 United States, and have access to the IP Access SELECT Network. The California National Guard relies on IP Access to provide bandwidth for mission critical applications such as data, voice, and video. A recent example is a deployment of 3 command vehicles at the Rim Fire in Yosemite. The California National Guard provided Internet access for data services as well as video streaming from Air National Guard UAVs. The California National Guard utilized IP Access' ability to ramp up bandwidth, as needed, on a daily basis. The streaming video proved to be extremely helpful in mission planning. The California National Guard is also part of the IP Access RedPHONE network. Today, almost all our communications require access to the internet to function and increased scrutiny and preparations are being made by agencies across the country to protect themselves against cyber terrorism or disaster events that could cripple the internet. RedPHONE is a voice service that operates between satellite nodes and are routed over the IP Access SELECT Network. These calls are "off-grid" which allow site to site calling for the National Guard and any other agency part of the RedPHONE Community Network.	Length of Contact: 4 years (15 year customer) Number of Locations: 14 sites	\$404,655	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
23	Sales force.	Our sales force is geographically diverse. The IP Access Corporate Headquarters are located in Southern California and we have remote field offices in Oregon, Montana, Arizona, Texas and Florida. There are 6 staff members at our HQ location and our field offices are each staffed by a single employee.
24	Dealer network or other distribution methods.	IP Access has a reseller network of partners with locations around the United States and Canada. This reseller network is composed of vehicle and trailer manufacturers, integration providers, and communication companies. Our resellers provides approximately 50-75 additional sales staff.
25	Service force.	We operate data centers in Northern California, New Mexico and Maryland which are instrumental in the delivery of service. These facilities are staffed 24 hours per day, 7 days per week, 365 days per year by 25 individuals. Additionally, our reseller network adds an additional 25 - 50 service/support staff
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>All customer service is handled through the IP Access Network Operations Center, a 24x7 staffed facility located in Las Cruces, New Mexico with additional backup resources available in Petaluma, California. The target service levels for the Network Operations Center are:</p> <ul style="list-style-type: none"> - Inbound calls answered by a live technician within 5 minutes - Inbound emails open a case in our support case management system within 5 minutes of receipt - Inbound emails receive a response from a live technician within 1 hour - Issues escalated to tier 2 support if no clear path to resolution within 60 minutes - New service provisioning within 48 hours for standard requests, 4 hours for expedited requests - Service upgrade requests accommodated within 4 hours (contingent upon capacity availability and customer equipment capability) <p>Additionally, IP Access management continuously monitors the support case queue and the progress of cases within the queue. Account and executive management have full visibility of the support process at all stages and facilitate additional support resources when necessary.</p>
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	IP Access products and services are available throughout the United States. We have sales representatives in regions throughout the country including numerous demonstration vehicles and warehouse facilities.
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	IP Access products and services are available in Canada's southern region only due to satellite coverage. We will market our services in those covered regions and provide hardware and services to participating entities as available.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<ul style="list-style-type: none"> - Canada north of 55 degrees north latitude - Alaska north of 60 degrees north latitude - U.S. territories in the Pacific, including but not limited to Guam and American Samoa
30	Identify any Sourcwell 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?	IP Access will fully serve all Sourcwell participating entity sectors.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<ul style="list-style-type: none"> - Timelines for equipment delivery and field service dispatch may be extended in Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands - Service is not available in Alaska north of 60 degrees north latitude - Alaska and Hawaii locations may require larger equipment than required for operation within mainland U.S. - Service is not available in U.S. Pacific territories including but not limited to Guam and American Samoa

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>IP Access utilizes both an internal and external marketing strategy. We continuously foster our customer and partner relationships while simultaneously cultivating and nurturing new business.</p> <p>Our direct sales force are each equipped with an H2 Hummer carrying satellite equipment for demonstrations and training. Besides sales calls these vehicles are included in many field exercises where agencies train and prepare for disasters.</p> <p>In promoting this contract opportunity, IP Access plans to grow awareness through press releases, designated responsive landing page(s), social media marketing, website forms, and call-to-action options, while educating through Google Adwords, informative blogs, whitepapers, and retargeting ads.</p> <p>IP Access will specifically employ Account Based Marketing (ABM) that concentrates resources on a set of target accounts within our market. We will use personalized campaigns designed to engage each account, basing the marketing message on Sourcewell and needs of the account.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	IP Access employs both in-house and agency marketing to ensure marketing effectiveness and amplification. Promotion of this contract opportunity will be pushed on all social media platforms (specifically LinkedIn and Twitter) and will permanently reside on designated desktop, tablet, and mobile responsive landing pages. In addition, we plan to combine strategy and creativity in promoting Sourcewell through paid marketing which will assist in achieving necessary awareness.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Our understanding is that Sourcewell will maintain a list of qualified agencies and represent that IP Access is qualified in providing our products and services to these agencies.</p> <p>IP Access will aggressively market this contract award through our direct and indirect sales channels during sales presentations and demonstrations. Our digital marketing group will promote the existence of this award and will actively communicate this procurement vehicle on market correspondents as well as press releases, website, and social media outlets.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Once a new customer is entered into our system, future orders can be placed via our BlueView online portal system. This is a digital form based ordering process. Other more traditional means of ordering are also available.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>IP Access offers a wide range of satellite based products and services including handheld satellite phones, ultra portable data terminals and traditional broadband connectivity solutions. As a leading provider of these solutions, IP Access has a forward thinking approach and is at the forefront of developing and delivering these technologies to the market. IP Access has a large offering of satellite terminal hardware including voice only satellite phones, super portable backpackable data connectivity solutions, permanently installed fixed satellite antennas, auto-acquire/auto-pointing mobile satellite antennas and case based fly-away antennas. Our HARRIER cased base fly-away terminal combines both satellite and LTE broadband data capabilities into a very portable solution that can be deployed anywhere with limited setup and operator knowledge. IP Access also offers a suite of broadband connectivity service solutions that can be used for data, voice and video connectivity when traditional terrestrial infrastructure has either been disrupted or isn't available. In addition to these products and services, IP Access offers preventative maintenance services and both on-site repair services and training programs. These offerings are typically provided by IP Access staff and in the rare case a third party is used, every effort is made to have an IP Access staff member also on site.</p> <p>IP Access routinely offers field support services to our customers, providing such services throughout the United States and Canada. These support services include everything from technical phone support to on-site field support for evaluation, repair (both failed and damaged equipment) and installation of new and/or replacement systems.</p> <p>The support capabilities of IP Access include but aren't limited to mobile and fixed satellite</p>

antenna hardware and components; networking and associated equipment (Modems, Routers, Wireless Access Points, Voice ATAs, SIP Phones, Analog Phones, Video Conferencing, Televisions, Printers, etc.). Additionally, we are capable of performing commissioning, configuring, troubleshooting, testing and training functions.

Preventative Maintenance visits are also offered.

IP Access is authorized to provide service and support for equipment manufactured by the following companies; AvL Technologies, Cobham Satcom, Skyware Global, GD Mission Systems, iDirect, and New Japan Radio.

IP Access offers engineering, project planning, implementation/installation, technical/field support services to our customers. Additionally, on-going/preventive maintenance and repair services, both warranty/non-warranty are available. Some of these services may be billable separately. Cost of additional training has been identified and priced in the pricing sheets.

Service and Support Management

IP Access manages satellite solutions for customers on a 24/7/365 basis. Our knowledge and experience providing system engineering for hundreds of fixed and mobile satellite customers, includes the ability to engineer, deliver and support complex IP based satellite communication solutions. We are experts at understanding the infrastructure, technologies and associated equipment needed to address the many needs of Sourcewell participating entities.

Quality Assurance Program

IP Access maintains a Quality Control Program to ensure that its products and services operate as intended and that issues are identified and remedied as soon as possible. In support of that activity, IP Access maintains the practice of conducting incoming inspection and test of vendor supplied materials, documenting and reporting any deficiencies, performing production and integration work under documented procedures including component level testing, and testing and validation of final products. IP Access also monitors all materials for potential obsolescence.

Copious records are kept of all services and goods sold for evaluation should an issue arise post-delivery.

IP Access maintains a support (both call center and field support) capability and all calls/issues are logged and trackable to ensure that all issues are resolved timely.

Support

IP Access provides twenty four (24) hours, seven (7) days per week, three hundred and sixty five (365) days per year help desk.

Telephone

IP Access maintains a 24/7/365 days a year, Network Operations Center to ensure that any questions or issues will be identified and addressed immediately. Escalation to next level support will occur within two hours. An 800 number will be provided as well as a personal primary POC contact so that Sourcewell participating entities are assured they will receive attentive service and quick responses.

On Site Support/Field Services

In addition to telephone support, IP Access provides field support for the operation and maintenance of Sourcewell participating entities' satellite equipment. IP Access has a team of professional and well-trained technicians that are available to be deployed to sites as required.

IP Access provides field services including installation, repair, maintenance and training. Preventive site visits are also available upon request.

Spares, Replacements and Equipment Support

IP Access regularly performs evaluation, repair and test services at its facility. IP Access maintains an inventory of spare parts including antenna components and RF equipment (BUCs, LNBS, iDirect Modems), etc. required to keep customers on the air. IP Access is an authorized reseller of multiple antenna manufacturers including AvL Technologies (both TracStar controllers and AAQ), Cobham, Ground Control, C-Com and Winegard.

37	Describe any technological advances that your proposed products or services offer.	<p>IP Access invests R&D into building and integrating solutions for our public safety customers as well as other agencies. The advances are always centered around increasing portability, increasing reliability, increasing performance and usability. Below are some examples:</p> <p>SELECT Network IP Access was the first to provide the first responder community/public safety agencies with a multi-satellite, multi-teleport network with the fastest speeds in the industry (up to 20x5 Mbps). Our multi-satellite SELECT Network ensures communications work, both on and off-grid and allows users to switch seamlessly from one satellite to the next. This is important because responders never know in advance where they will need to be and the likelihood of a line of sight issue is high. With the IP Access SELECT Network the user can push a button and the antenna will swing in a different direction to a different satellite</p> <p>Off-Grid Communications With the vulnerability of an internet outage caused by denial-of-service, malware or other attacks, IP Access has created solutions that allow for critical servers to remain accessible to any of our customers. The IP Access RedPHONE is composed of over 2000 agencies, each with the ability to communicate with each other and operate when everything else is offline.</p> <p>FUSION In 2019, IP Access developed the FUSION product line. FUSION represents the ability to access Satellite, Cellular, FirstNet and Wireless capability in every deployment scenario. FUSION brings together the benefits of higher speeds, lower latency of LTE when available, and the reliability of satellites to find the best possible connection. Multiple fallback options & one-touch satellite reconfigurations allow you to maintain the highest quality and speed for your Data, Video, and Voice applications.</p> <p>FUSION MIX FUSION MIX integrates multiple simultaneous cellular carriers as well as satellite connectivity into a single 1RU box. Not only does this save tremendous space but also requires a single electrical outlet. The FUSION MIX has the awareness and logic built-in to locate and connect to all available networks and will automatically transmit the data over the strongest networks. In the event that a particular network becomes degraded, the applications will move to the alternative network without dropping the session.</p> <p>FUSION Graphical User Interface displays all available networks, including data totals being passed over each available network and allows users complete network situational awareness.</p> <p>HARRIER Rapid Communications Terminal The HARRIER is the ultimate all-in-one integrated fly-away terminal, packaged in two portable airline checkable cases. The HARRIER is part of the IP Access FUSION family of products, incorporating the use of satellite and cellular technologies. The HARRIER can be set up, without the use of tools and online in under 10 minutes. Both the cellular service (including FirstNet) and satellite networks can be aggregated, prioritized and load balanced - maximizing the available throughput. This product is completely weatherproof, intended for outdoor use and only requires an AC power source.</p> <p>IP Access intends to continue to develop our portfolio of satellite and mobility-focused communications solutions to serve our public and private sector customers. This includes the adoption of new satellite and antenna technologies to enable higher throughput with increased mobility and decreased deployment costs. This approach serves as a natural continuation of the first 20 years of our history which saw significant growth of the Internet as a must-have resource along with significant reductions in cost and increases in capability of satellite-based solutions.</p>	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>IP Access is committed to being a steward of nature and a thoughtful enterprise. In addition we employ solar alternatives for our products and services where possible.</p>	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>There are no third-party issued eco labels, ratings, or certifications at this time.</p>	*

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>IP Access has been designated as a Small Business by the California Department of General Services. The certificate is attached to this submission.</p> <p>IP Access is also committed to outsourcing and subcontracting to Service-Disabled Veteran-Owned Small Businesses. IP Access has worked on numerous projects with SDVOSB over the last twenty years. IP Access welcomes any opportunities to work with SB, WBE, MBE, DBE, SDB, VOSB, SDVOSB, WOSM, HUB, 8(a) business types and programs.</p> <p>Service-Disabled Veteran-Owned Business Example</p> <p>Company: Chilcott Incorporated</p> <p>Address: 12535 Orange Drive, Suite 613 Davie, FL 33330</p> <p>Contact: Miguel Ameigeiras (954) 381-4185 miguel.ameigeiras@chilcottinc.com</p> <p>Type of Goods and/or Services: NAICS 517410 - Satellite Communications</p>
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>IP Access satellite service is unique in the way the network service and hardware has been designed specifically for high availability and reliability when communication is critical.</p> <p>The hardware is designed to be easily deployed with a push of a button and all services are integrated eliminating the need for technicians to operate. No configuration changes are required even when another satellite is selected. IP Access supports these services through a 24/7/365 network operations center, staffed with satellite and IP engineers, who have full visibility to support the end user. This level of support ensures that our customers critical communications needs will be met.</p>

Table 9: Warranty

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	IP Access warrants to Customer that the IP Access Solution will, during the Warranty Period (defined below), materially conform to IP Access's or an applicable third party provider's published specifications therefore in effect on the date of shipment, and will, under normal use and service, perform free of material defects in accordance therewith. However, IP Access does not warrant that Software will operate uninterrupted or error free. The warranty period ("Warranty Period") shall be twelve (12) months from the date of shipment. During this warranty period parts and labor are covered. Extended warranties are also available for an additional fee as noted in the pricing book.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes
45	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?	IP Access, whether directly or through its channel partner network can dispatch a certified technician to all regions of the United States and Canada. The replacement of small components, if deemed a warranty repair, will be shipped directly to the customer. The larger, more complex components are sometimes remotely diagnosed prior to dispatching a technician to make the repair. There are rare instances that it is determined that the device needs to be returned to a depot for repair.
46	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?	IP Access warranties all products and services sold by IP Access during the defined warranty period.

47	What are your proposed exchange and return programs and policies?	IP Access offers spare in the air advance replacement on certain products. When this option is exercised, IP Access provides an advance replacement to the customer and if the customer doesn't return the original equipment in a timely manner (typically 1 week), IP Access will invoice the customer for the replacement component.	*
48	Describe any service contract options for the items included in your proposal.	<p>IP Access offers extended warranties on hardware items if purchased at the time of the original hardware purchase. These extended warranties provide the following;</p> <p>Warranty covers:</p> <ul style="list-style-type: none"> - Return to Manufacturer Authorization (RMA) coordination with customer, including an RMA number; the RMA form can be requested from your IP Access representative. - Inspection and evaluation of failed (or defective) hardware within one week of receipt at IP Access's facility or, at IP Access's sole discretion, in the field at customer's location. - Replacement (or repair, at IP Access's sole discretion) of any IP Access's provided hardware item that is defective or has failed as a result of normal use, to be performed within two weeks of IP Access's evaluation (if materials are in stock) and includes cost of parts and labor. - Return shipping via normal ground freight of repaired system/hardware to customer, initiated within two business days of repair/replacement completion. <p>Warranty does not cover:</p> <ul style="list-style-type: none"> - Replacement (or repair) of any equipment not returned using an approved IP Access RMA number (see above). - Shipping to IP Access for inspection, evaluation and repair/replacement; customer must return equipment in adequate commercial packaging. - Damages due to the misuse, unapproved maintenance procedures, or improper handling. - Failure of customer-furnished items. <p>Travel expenses related to repair or replacement at customer's location (on site) are optional and could result in an additional charge. The customer must also provide adequate facilities, access and personnel safety conditions to carry out this effort.</p> <p>Pricing provided in the price book</p>	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30 on approved credit	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Customers can lease equipment over 36 months, with a zero dollar buy-out at the end of the term.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>Contracts awarded by Sourcewell participants will be handled within our existing in-house order process. The process includes configuration, testing and shipping of hardware, as well as the provisioning of satellite services. Orders for hardware are processed and invoiced upon shipment to customer, and services are invoiced either monthly, or pre-paid annually.</p> <p>All quarterly sales reporting will be completed directly by IP Access utilizing our accounting and sales software to generate the required reports.</p>	*
52	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, P-cards are accepted at no additional cost	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	All product and service line items are listed as MSRP and Sourcwell participating agencies will receive a discount of 10%. This is discount along with MSRP are shown in our uploaded price book. An additional 5% discount is available per year on multiyear contracts
54	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.	Sourcwell participants receive 10% off of our customer (MSRP) pricing.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity discounts on hardware are available however it varies based on the type of equipment being purchased. Usually quantity 10 is the minimum before quantity discounts apply and the percentage discount varies between 2%-5%.
56	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 products on behalf of the customer include a cost plus 15% method.
57	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.	Additional costs are identified in the Professional Services portion of our pricing.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	IP Access ships products FOB-destination using common freight carriers at cost +15%.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	IP Access ships products FOB-destination using common freight carriers at cost +15%. Any importation fees or duties for an international shipment will be paid by the receiver.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	IP Access holds inventory for distribution in facilities located in Southern California and Central Florida. Customers, if they desire, can pickup items from either of these locations.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing offered to Sourcwell participants has been discounted 10% below what is typically offered.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	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.	IP Access routinely audits pricing from a sales and proposal perspective, as well as financial auditing of services provided, listed by customer. The financial audit will be used to determine any administrative fees due to Sourcewell. Additionally, 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.
63	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.	Sales metrics will be maintained to measure the percentage of our revenue that is sourced through the Sourcewell contract. We will also maintain marketing metrics to measure the reach and penetrations of our marketing and social efforts as well as conversions on our website and other digital platforms.
64	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 proposes a 2% administrative fee

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

Line Item	Question	Response *
65	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>The solutions offered within have been engineered and designed around the iDirect Time Division Multiple Access (TDMA) satellite architecture to deliver satellite-based IP connectivity. By using the iDirect TDMA satellite network architecture to provide enterprise-class broadband Internet access that meets the performance requirements and price objectives. While catering to fixed, semi-permanent and mobile installations, this solution has been designed to allow the operational flexibility and network visibility required to support the mission.</p> <p>The proposed solution offers high performance; end-to-end delivery of IP based applications delivered across multiple iDirect TDMA satellite networks known as SELECT.</p> <p>Service Considerations Unique to IP Access, the SELECT Network proposed utilizes multiple satellites served by multiple satellite teleports for protection against:</p> <ul style="list-style-type: none"> - Regional disasters and infrastructure disruptions - Look angle diversity in the event there is a need to address a line of site issues or improved elevation during deployments. - Fiber cuts and other utility disturbances in the vicinity of the teleport - Equipment failure of any satellite components - spacecraft, antenna, teleport, etc. <p>In the event of a partial or complete failure of the spacecraft, antenna, teleport infrastructure, or other ground equipment, service on the IP Access SELECT Network can be restored immediately to an always on, alternate ground facility and/or satellite. In addition, the IP Access SELECT Network offers full IP address portability between the satellites and teleport with supported antenna controllers. This allows the user to repoint the antenna to acquire the alternate network without the need to reconfigure the modem or reconfigure the customer LAN, or the need to contact the NOC.</p> <p>IP Access SELET Network Highlights:</p> <ul style="list-style-type: none"> - Geographically diverse teleports are separated by 2,400 miles - Geographically diverse teleports connected by redundant, fiber path-diverse, carrier-diverse, protected, private Ethernet circuits - Shared network options include 100% full-time always-on failover capability between satellites and teleports - Dedicated network option includes optional access to always-on satellite+teleport failover and on-demand teleport-only failover - Primary satellite is SES-2 @ 87 Degrees West - Secondary satellite is Intelsat Galaxy 18 @ 123 Degrees West - Look angle diversity, spacecraft diversity, spacecraft operator diversity, and

spacecraft bus design diversity

FUSION Service

FUSION technology allows you to access Satellite, Cellular, and FirstNet seamlessly and fluidly as the presence and quality of available networks fluctuate. FUSION brings together the benefits of higher speeds, lower latency of LTE (when available), and the reliability of multiple satellites to find the best connection.

FUSION MIX

The FUSION MIX integrates multiple simultaneous cellular carriers as well as satellite connectivity in a single 1RU box. This next generation hybrid-based technology has the awareness and built-in logic to locate and connect to all available networks and will automatically transmit the data over the strongest networks. In the event that a particular network becomes degraded, all applications will move to the alternative network without dropping the session.

The FUSION MIX provides the user with an interface that graphically displays all available networks, including the data totals being passed over each available network - allowing the user to have complete network situational awareness.

The FUSION MIX hardware is fully managed and includes sparing replacements and upgrades as the technology evolves, all at no cost with a FUSION Service agreement.

HARRIER Rapid Communications Terminal

The HARRIER is the ultimate all-in-one integrated fly-away terminal, packaged in two portable airline checkable cases. The HARRIER is part of the IP Access FUSION family of products, incorporating the use of satellite and cellular technologies. The HARRIER can be set up, without the use of tools and online in under 10 minutes. Both the cellular service (including FirstNet) and satellite networks can be aggregated, prioritized and load balanced -- maximizing the available throughput. This product is completely weatherproof, intended for outdoor use and only requires an AC power source.

Off-Grid Satellite Services

The voice solution proposed is a hosted SIP based service that includes a 10 digit DID. Additionally, the proposed plans include IP Access International's RedPHONE hardware and service.

RedPHONE - Critical Voice Communication

The RedPHONE off-the-grid solution allows for 5-digit extension-to-extension dialing between deployed satellite systems. Additionally, the RedPHONE service isn't dependent on the presence of the Internet or PSTN network. Once in the network, users will have access to a web based online directory showing the status and extension of other RedPHONE subscribers.

The RedPHONE Network's centralized PBX voice server is located at the satellite teleport which itself does not rely on any outside links to maintain a fully operational phone network. It also has redundant power resources so that it may itself stay online during a power outage. All RedPHONEs are always available to other RedPHONEs at all times. All that is required is a satellite link and RedPHONEs connected to that link.

RedPHONE Key Features:

- RedPHONE to RedPHONE Dialing
- SIP-Based, Entirely Hosted Within the Teleports
- Independent of Internet or PSTN Availability
- Preconfigured & Plugin Ready
- Web-Based Directory

BlueVIEW

Included with the proposed service offerings, customers will have BlueVIEW access. BlueVIEW is our user-facing web based portal which allows users the ability to monitor their systems, define operational alerts and visually see deployed assets. This gives authorized staff, visibility, access and awareness of their communication assets.

Key Features For BlueVIEW:

- View near real-time remote usage and status
- Set usage thresholds and email alerts
- Branded URL and page
- IP Address information
- Location mapping
- Order services

Range of Service Offerings

		<p>EMR: Built and designed specifically for emergency responders, our EMR plans include data rates up to 20Mx5M with 10 days per month of access included (training and testing days not counted), minimal day rate fee thereafter. Customers receive on demand user selectable access to always on, geographically diverse teleports, and multiple satellites. Also included is access to a user based BlueView web portal to manage and monitor usage, set up email alerting, statistics, location mapping and more. All plans include the RedPhone device and service at no additional cost.</p> <p>EOC: In line with our EMR plan, the EOC is targeted to brick and mortar facilities for backup service for emergency response operations centers. Plans include data rates up to 20Mx5M, user selectable satellites and geographically diverse teleports with proactive monitoring of activations and outage alerts. Base price includes always on heartbeat traffic with a minimal daily charge for any use over 100K burst (scheduled test days allowed). Included is access to a user based BlueVIEW web portal to manage and monitor usage, set up email alerting, statistics, location mapping and more. All plans include RedPHONE device and service at no additional cost.</p> <p>Usage Plans: Pay for what you use monthly allowance plan that gives you the flexibility to use as much or as little data monthly with a per MB overage charge. Data rates up to 20Mx5M, on demand user selectable access to always on, geographically diverse teleports, multiple satellites, access to a user based BlueVIEW web portal to manage and monitor usage, set up email alerting, statistics, location mapping and more.</p> <p>Dedicated Day Rate: Dedicated day rate plans offer committed bandwidth by the hour, day, week and month to allow maximum flexibility and cost effectiveness for mission critical applications. IP Access provides upgrades to dedicated bandwidth on demand with a service level agreement of 2 hours based on availability. Multiple agencies can be combined into a single dedicated network during mutual aid incidents.</p> <p>Pooling: Pooling plans allow for multiple sites to participate in a pool of larger bandwidth or days while minimizing overall overhead. Multiple agencies can be combined into a single pool during mutual aid incidents.</p> <p>RedPHONE: RedPHONE is a voice service that operates between satellite nodes and is routed over the IP Access SELECT Network completely independent of PSTN. Once part of the community, users will have access to a web-based online directory, showing the status and extension of other RedPHONE subscribers. Provided at no cost to all qualifying agencies.</p>	
66	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Satellite Connectivity Service Satellite Voice Services Satellite Hardware Network Hardware	*

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

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

Line Item	Category or Type	Offered *	Comments	
67	Fire or EMS station alerting or paging systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Pubic Safety Answering Point (PSAP) connectivity services	*
68	Connectivity and interoperability devices, hardware and equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	All the proposed hardware and services provide internet protocol (IP) connectivity which facilitates interoperability of any IP enabled application, device or service	*
69	Airborne, marine, and underwater communication systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	The proposed hardware and services can be used to support marine applications	*
70	Services related to lines 67, 68 and 69 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	All the proposed services can be utilized across the various categories identified above	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
71	Describe the interoperability of your products and services with other equipment, software, and systems, as applicable	<p>IP Access' primary line of business is delivering Internet Protocol (IP) connectivity to mobile and remote locations. IP connectivity is inherently interoperable with all IP connected devices including computers, IP phones, IP-based dispatch and monitoring systems, etc.</p> <p>Through partnerships with industry leading interoperability technology providers like JPS and Matualink, IP Access has offerings that integrate seamlessly with land mobile radio (LMR) networks. In some cases, this interoperability technology is directly embedded into the products and services provided by IP Access. The use of interoperability technology to interconnect systems, allows voice interoperability between otherwise incompatible radio communications systems. This allows radios to communicate even if they are on different frequencies or have the same frequency band but different protocols. This system can link individuals using an older radio system with individuals using a newer technology or radios from a different vendor. In effect, the interoperability technology establishes connections between otherwise incompatible systems.</p>
72	Describe how your products and services integrate with other communications and technology components (e.g., CAD, RMS, LMR, etc.)	IP-enabled technologies can natively integrate with our solutions, enabling interoperability with other agencies and diverse connectivity solutions (e.g. mix of terrestrial Internet, cellular/LTE, satellite, etc.)
73	Describe how your products and services conform to applicable industry standards and required specifications.	All satellite communications products operating in the U.S. must conform to FCC specifications to mitigate interference and health & safety risks. Additional specifications on radio frequencies and operational characteristics are imposed by the ITU, an international standards organization for telecommunications products. All IP Access products and services comply with applicable FCC and ITU standards to ensure compliant operation.
74	Describe your use of installation or service partners, if applicable.	<p>For brick and mortar installations and service, IP Access partners with USSI and TechLink Services to access their nationwide networks of qualified satellite field technicians. Access to these large networks of technicians located throughout our service area allows for rapid response of a technician to a customer location. Additionally, our installation and service partners provide complete project management of field service allowing IP Access a single point of contact for larger projects.</p> <p>IP Access also maintains a network of reseller/dealer partners equipped to provide industry and/or regionally specific value added services to complement IP Access solutions.</p>

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

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
		No exceptions or modifications noted

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- [Financial Strength and Stability](#) - 2018-2020 P&L.pdf - Tuesday April 20, 2021 14:28:03
- [Marketing Plan/Samples](#) - Marketing Samples.zip - Tuesday April 20, 2021 12:33:35
- [WMBE/MBE/SBE or Related Certificates](#) - DGS Small Business Cert 2021.pdf - Tuesday April 20, 2021 12:38:34
- [Warranty Information](#) - IP Access Extended Warranty 102820.pdf - Tuesday April 20, 2021 12:36:55
- [Pricing](#) - IP Access Price Book.pdf - Tuesday April 20, 2021 14:26:38
- Upload Additional Document (optional)

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_PS_Communications_Tech_RFP_042021 Tue April 13 2021 04:33 PM	<input checked="" type="checkbox"/>	1
Addendum_7_PS_Communications_Tech_RFP_042021 Mon April 12 2021 06:55 PM	<input checked="" type="checkbox"/>	1
Addendum_6_PS_Communications_Tech_RFP_042021 Wed April 7 2021 06:45 PM	<input checked="" type="checkbox"/>	1
Addendum_5_PS_Communications_Tech_RFP_042021 Mon April 5 2021 08:18 PM	<input checked="" type="checkbox"/>	1
Addendum_4_PS_Communications_Tech_RFP_042021 Thu April 1 2021 03:59 PM	<input checked="" type="checkbox"/>	1
Addendum_3_PS_Communications_Tech_RFP_042021 Thu March 25 2021 08:23 AM	<input checked="" type="checkbox"/>	1
Addendum_2_PS_Communications_Tech_RFP_042021 Mon March 8 2021 01:20 PM	<input checked="" type="checkbox"/>	2
Addendum_1_PS_Communications_Tech_RFP_042021 Fri March 5 2021 12:57 PM	<input checked="" type="checkbox"/>	2