

**Solicitation Number: 101223****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and i-PRO Americas Inc., 8550 Fallbrook Drive, Suite 200, Houston, TX 77064 (Supplier).

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

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

**1. TERM OF CONTRACT**

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

**EXPIRATION DATE AND EXTENSION.** This Contract expires December 15, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

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

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

### 3. PRICING

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

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

- Identify the applicable Sourcewell contract number;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

B. BUSINESS REVIEWS. Supplier 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, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

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

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- 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 Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier 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. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

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

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:

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



b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

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

3. *Use; Quality Control.*

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

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

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

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

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

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

## **19. COMPLIANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**22. CANCELLATION**

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

Sourcewell

i-PRO Americas Inc.

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 12/12/2023 | 12:22 PM CST

DocuSigned by:  
*William Brennan*  
By: 68C006F4F93E482...  
William Brennan  
Title: President  
Date: 12/12/2023 | 9:44 AM PST

Approved:

DocuSigned by:  
*Chad Coauette*  
By: 48BAF71B0894454...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 12/12/2023 | 12:34 PM CST

# RFP 101223 - Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

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## Vendor Details

Company Name: i-PRO Americas Inc.  
Address: 8550 Fallbrook Drive  
Suite 200  
Houston, Texas 77064  
Contact: Melissa Barnett  
Email: Melissa.Barnett@us.i-pro.com  
Phone: 989-439-2549  
Fax: 713-621-9779  
HST#: 84-2440008

## Submission Details

Created On: Thursday August 24, 2023 07:40:16  
Submitted On: Tuesday October 10, 2023 08:30:57  
Submitted By: David Ovesny  
Email: david.ovesny@us.i-pro.com  
Transaction #: 9a36c920-eed2-4b41-a0d4-bdeace72d455  
Submitter's IP Address: 72.133.212.223

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	i-PRO Americas Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A. i-PRO Americas is not using any assumed names or DBA names; however, i-PRO Americas was previously known as Panasonic i-PRO Sensing Solutions of America.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	8S1S2
5	Proposer Physical Address:	1. Houston, TX Office (Headquarters) 8550 Fallbrook Drive, Suite 200 Houston, TX 77064  2. Rolling Meadows, IL Office (previous HQ) 1701 Golf Road, Suite 600 Rolling Meadows, IL 60008  3. Anaheim, CA Office 2390 E. Orangewood Ave., Suite 490 Anaheim, CA 92806
6	Proposer website address (or addresses):	<a href="https://i-pro.com/">https://i-pro.com/</a>
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	William Brennan, President 8550 Fallbrook Dr, Suite 200, Houston, TX 77064 Bill.Brennan@us.i-pro.com 800-513-5417
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Melissa Barnett, Bid Manager 8550 Fallbrook Dr, Suite 200, Houston, TX 77064 Melissa.Barnett@us.i-pro.com 989-439-2549
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David Ovesny, Contracts Manager 8550 Fallbrook Dr, Suite 200, Houston, TX 77064 David.Ovesny@us.i-pro.com 330-219-1758  Jo Venglar, Government Contract Administrator 8550 Fallbrook Dr, Suite 200, Houston, TX 77064 Jo.Venglar@us.i-pro.com 713-581-9354

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	*Overview:  i-PRO Americas Inc. (i-PRO) is a provider of comprehensive security systems, public safety solutions and medical imaging products, software, and services. i-PRO designs, develops, and manufactures video technology for security, public safety,

healthcare, utilities, and commercial enterprise sectors. By combining superior imaging technologies with AI-driven software and analytics solutions, i-PRO's portfolio offers comprehensive, customizable solutions to meet the most diverse range of user-specific needs.

Intelligent Surveillance Solutions:

- Surveillance Cameras & Recorders
- Surveillance Image Integration Software Platforms (VMS)
- Image Recognition Solutions
- Surveillance System Peripherals

Investigation & Evidence Management Solutions:

- Web-based workflows: Review, redact and share evidence from wherever you are via a secure, online portal.
- Speed up repetitive tasks: Automated redaction tools and sophisticated reporting reduce time spent managing evidence.
- Share evidence via the web: Share evidence with courts and attorneys through email and a secure web portal. No more burning discs and sending out couriers.
- Audit and report every change: The original evidence data is never changed or touched. Edits and redactions happen on new versions of the file, every view, share, and change are tracked and documented.

Panasonic's engineers developed the i-PRO brand of surveillance cameras in 2005. The Panasonic brand is known as a trusted world leader in video technologies, with technical breakthroughs that span the last 60 years. Keeping with the legacy of innovation, i-PRO's engineers purpose-built video evidence capture technology that offers unmatched quality, image clarity and the industry's lowest total cost of ownership. The Panasonic brand has been recognized as an industry leader for more than 60 years, known for its video imaging expertise and innovative technology, marking nearly a dozen industry firsts and video surveillance innovations. From the company that brought you the first security camera in 1957 and invented over a dozen industry standards, Panasonic provides industry-leading solutions to capture, record, manage and analyze surveillance video.

i-PRO Americas Inc. became independent of Panasonic in April 2022, carrying with us our i-PRO brand and our comprehensive line of i-PRO video surveillance products and solutions that offer the industry's highest picture quality, mission critical reliability and the industry's lowest total cost of ownership.

\*i-PRO's History, the Panasonic Relationship, and Industry Longevity:

i-PRO began as the security camera division of Panasonic Systems Solutions in 1961. The first professional surveillance camera business was started at Matsushita Communication Industrial Co., Ltd., later to be known as Panasonic Systems Solutions Company.

In 2019, i-PRO became Panasonic i-PRO Sensing Solutions Corporation of America, an entity independent from Panasonic. In 2022, i-PRO officially dropped the Panasonic name as part of a long-term strategic plan.

Though i-PRO does not carry the Panasonic name now, i-PRO's security surveillance products are the same products which previously carried the Panasonic name and i-PRO is backed by more than 60 years of surveillance product development and history with Panasonic as one of the most trusted brands in the global security market. Panasonic's products are known to be reliable, durable, and stand the test of time.

1957

- o Professional surveillance camera developed at the Matsushita Electric Industrial Co., Ltd. Central Research Laboratory

1961

- o Professional surveillance camera business – later named i-PRO – started at Matsushita Communication Industrial Co., Ltd., (restructured as Panasonic System Solutions Company of Matsushita Electric Industrial Co., Ltd. in 2003)

2001

- o IP network camera business started at Kyushu Matsushita Electric Co., Ltd. (renamed Panasonic Communications Co., Ltd. in 2003)

2005

- o The i-PRO Series surveillance camera system was released

2010

- o Surveillance camera business restructured to establish the Security Systems Business Division

2011

- o Panasonic's in-car recording system business for North American police and SANYO Electric Co., Ltd.'s surveillance camera system business merged into the Security Systems Business Division

		<p>2015</p> <ul style="list-style-type: none"> <li>o Acquired US-based video management software vendor Video Insight, Inc.</li> </ul> <p>2019</p> <ul style="list-style-type: none"> <li>o Panasonic i-PRO Sensing Solutions Corporation of America established as an independent American entity. This separation was part of a long-term strategy to become fully independent by 2022 and break away from Panasonic.</li> </ul> <p>2022</p> <ul style="list-style-type: none"> <li>o i-PRO Americas Inc. established as an independent entity, fully separate from Panasonic</li> </ul> <p>*i-PRO Purpose, Vision, and Personality:</p> <p>Purpose: To extend human senses through technology and capture moments of truth allowing frontline professionals to act.  Vision: To be a team that builds a safer and more peaceful world through continuous innovation.  Personality: Flexible, Bold, Trusted</p>	
11	What are your company's expectations in the event of an award?	Upon successful award of a Sourcwell contract, i-PRO Americas Inc. will promote this contract as a primary procurement method through our national sales team in collaboration with our designated authorized reseller partners.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>i-PRO Americas Inc. is a U.S. Corporation registered with the State of Delaware Division of Corporations since 2019.</p> <p>i-PRO Americas Inc. is a privately held company that is not required to file public financial information and does not provide publicly available financial statements.</p> <p>i-PRO Americas Inc. is in good standing with all U.S. States.</p> <p>The Dun &amp; Bradstreet number (DUNS®) for i-PRO Americas is 11-734-2608.</p> <p>The past 3 years of Annual Gross Sales for i-PRO Americas Inc. were approximately –</p> <p>FY2020 – \$133,237,000  FY2021 – \$147,839,000  FY2022 – \$164,589,000</p>	*
13	What is your US market share for the solutions that you are proposing?	In the United States, i-PRO brand products are recognized as one of the top ten market share holder brands in video surveillance products.	*
14	What is your Canadian market share for the solutions that you are proposing?	In Canada, i-PRO brand products have a market share around 5-6%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, i-PRO Americas has never petitioned for bankruptcy protection.	*
16	<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>b) i-PRO Americas Inc. (i-PRO) is an OEM manufacturer. We have a strong commitment to account management for the Sourcwell contract to ensure eligible agencies have the best security technology and most reliable surveillance solutions.</p> <p>i-PRO maintains a dedicated outside and inside sales team that will serve as the first level contacts for Sourcwell and its customers in collaboration with our designated authorized reseller partners. This sales team consists of internal i-PRO employees. i-PRO also provides an internal contract management team dedicated to ongoing service and support of the Sourcwell contract so participating members will receive the highest level of pre- and post-sale support. The i-PRO personnel assigned to this contract will provide training and contract education, as well as provide direct support to both our designated authorized resellers and end-user customers in the capacities of pre-sales, requirements definition, product application alignment, and delivery/manufacturing coordination.</p> <p>For ordering processing, i-PRO will provide a list of authorized designated resellers who accept orders online, by telephone, through fax or via email. The chosen i-PRO authorized resellers represent a limited number of our strategic partners who have clearly demonstrated the capabilities and capacity required to service a contract of this size and scope, within their respective areas of operation. Each of our proposed resellers have comprehensively reviewed all contract requirements and confirmed their willingness and capacity to participate, as well as their commitment to ensure the terms and conditions of the contract are met, and expectations of Sourcwell members are met with enthusiasm and superlative support. To further support order fulfillment by our authorized resellers, i-PRO's distribution channel maintains stock of our products.</p> <p>i-PRO, as well as each of our designated authorized resellers, collectively offer an extensive set of facilities and resources that will be utilized to fulfill this contract. In designating authorized resellers, each requisite function related to pre-sales, order, order fulfillment, and customer support are redundantly covered within the scope of operations that will be required to successfully fulfill the terms and intent of this award.</p>	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	i-PRO authorized reseller partners are required to participate in various i-PRO certification and training on an annual basis as part of our internal quality assurance management programs.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No suspension or debarment activity has occurred within/to i-PRO during the past ten years.	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>i-PRO products have a rich history of achieving industry firsts as well as numerous innovations and industry awards for distinguishing design and performance. Over the past five years, i-PRO is very proud our products and solutions were recognized with the following industry awards.</p> <ul style="list-style-type: none"> <li>• 2023 NPOY Award Winners from Security Today Magazine for Cameras – Multi-Sensor Megapixel: Platinum: i-PRO, i-PRO Multi-directional + PTZ; and for Cameras – PTZ: Platinum: i-PRO, i-PRO Multi-directional + PTZ</li> <li>• 2023 Campus Safety BEST Award Winners: BEST Electronic Security Equipment, Software and Services/Video/CCTV Surveillance Hardware: Multi-Directional Plus PTZ by i-PRO</li> <li>• 2022 CyberSecured Awards - Security Today Magazine: i-PRO Americas Inc awarded the CyberSecured Award in the IOT/IIOT Security Critical Infrastructure Category</li> <li>• 2022 Campus Safety BEST Award Winners: Video/CCTV Surveillance Hardware: S-Series AI Multi-sensor Cameras by i-PRO</li> <li>• 2022 iF Design Award: i-PRO Outdoor Bullet Camera Range with On-Board AI (WV-S1536LN, WV- S1516LDN, WV- S1516LN and WV- S1515L)</li> <li>• 2022 'ASTORS' Homeland Security Award from American Security Today: Platinum: Best Vehicle Mounted Law Enforcement Solution the WV-VCF41P 4K Sensor Panoramic Camera</li> <li>• 2021 NPOY Award Winners from Security Today Magazine: New Product of the Year Award for S-Series Network Cameras</li> <li>• Secure Campus and Life Safety award - i-PRO Multi-direction + PTZ camera</li> <li>• Secure Campus and Life Safety award - Video Insight VMS</li> <li>• Campus Safety BEST award – Multi-directional + PTZ camera</li> <li>• IF Design - Outdoor Bullet Camera Range with On-Board AI</li> <li>• ASTORS Award- Best Vehicle Mounted Law Enforcement Solution</li> <li>• Security Today CyberSecured Award - WV-S8574L Multi-sensor AI Camera</li> <li>• Security Today New product of the year Award - Multi-directional + PTZ camera</li> <li>• Security Today New product of the year Award – Rapid PTZ camera</li> </ul>	*
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 30% of annual i-PRO sales in the past three (3) years have been to the government sector.	*
21	What percentage of your sales are to the education sector in the past three years	Approximately 60% of annual i-PRO sales in the past three (3) years have been to the education sector.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>i-PRO Americas Inc. holds the following State and/or Cooperative Purchasing Contracts:</p> <p>Texas DIR: Past 3 years sales approx. \$15.7M+</p> <p>Sourcewell: Past 3 years sales approx. \$8.9M+</p> <p>TIPS: Past 3 years sales approx. \$1.4M+</p> <p>PEPPM: Past 3 years sales approx. 1.8M+</p> <p>NCPA (Omnia): Past 3 years sales approx. \$100K</p>	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	i-PRO Americas Inc. does not hold any direct federal GSA contracts at this time.	*

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
Palm Beach County School District (Florida)	Edwin Hunter, FCP	561-882-8516	*
CT State Police	Scott Stegeman, IT Analyst	860-685-8482	*
Utah Highway Patrol, Fleet, Supply & Technology Division	Lieutenant Jacob Cox	801-955-2154	*
Richmond County Board of Education (Georgia)	Leddure Bauman	706-533-1684	
Orange County Public Schools (Florida)	Moises Espinosa	407-317-3200	

**Table 5: Top Five Government or Education Customers**

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Miami Dade County Public Schools	Education	Florida - FL	Security Cameras and upgrades, beginning in 2016 and continuing to present (2023)	Between \$200 - \$520,000; Average PO \$76,415	\$8,366,737.28	*
Charleston County School District	Education	South Carolina - SC	Security Cameras and upgrades, beginning in 2016 and continuing to present (2023)	Between \$581 - \$251,000; Average PO \$31,842.46	\$3,038,176.68	*
Orange County Public Schools	Education	Florida - FL	Security Cameras and upgrades, beginning in 2015 and continuing to present (2023)	Between \$337 - \$834,000; Average PO \$107,442	\$3,701,592.05	*
City of Austin	Government	Texas - TX	Security Cameras and upgrades, beginning in 2016 and continuing to present (2023)	Between \$321 - \$556,350; Average PO \$181,283.54	\$630,144.38	*
State of New Jersey	Government	New Jersey - NJ	Security Cameras and upgrades, beginning in 2016 and continuing to present (2023)	Between \$745 - \$92,884; Average PO \$27,657.24	\$1,019,072.44	*

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

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

Line Item	Question	Response *



26	Sales force.	<p>i-PRO Americas Inc. (i-PRO) maintains a dedicated outside and inside sales team that will serve as the first level contacts for Sourcewell and its customers in collaboration with our designated authorized reseller partners.</p> <p>i-PRO currently has 40 salespersons (direct employees) located across the United States, and 4 salespersons in Canada. The breakdown is as follows.</p> <ul style="list-style-type: none"> <li>• Eight (8) Regional Sales Managers in the eastern United States</li> <li>• Ten (10) Regional Sales Managers in the western United States</li> <li>• Five (5) Inside Sales Representatives in the eastern United States</li> <li>• Six (6) Inside Sales Representatives in the western United States</li> <li>• One (1) District Sales Manager in the eastern United States</li> <li>• One (1) Regional Sales Engineer Manager in the eastern United States</li> <li>• One (1) Regional Sales Director in the eastern United States</li> <li>• One (1) District Sales Manager in the western United States</li> <li>• One (1) Regional Sales Engineer Manager in the western United States</li> <li>• One (1) Channel Sales Director in the western United States</li> </ul> <p>Nationwide</p> <ul style="list-style-type: none"> <li>• One (1) U.S. Inside Sales Manager</li> <li>• One (1) U.S. Public Safety Partner Sales Development Manager</li> <li>• One (1) U.S. Public Safety Sr. National Sales Manager and Federal Sales</li> <li>• One (1) U.S. Public Safety Channel Sales Manager</li> <li>• One (1) U.S. Inside Sales Representative supporting Nationwide</li> <li>• Three (3) Canadian Sales Managers</li> <li>• One (1) Canadian Sales Engineer</li> </ul> <p>We have attached our territory sales maps to this submission in a zipped folder titled "i-PRO_Territory_Maps_2023."</p> <p>i-PRO's services team is separate from sales teams and the roles do not overlap, though they do work closely together.</p>
27	Dealer network or other distribution methods.	<p>i-PRO distributes our products nationwide across the United States, including U.S. territories, and across Canada. i-PRO maintains a national channel distribution network with designated authorized resellers and/or dealers who have clearly demonstrated the capabilities and capacity required to service a contract of this size and scope within their respective areas of operation. To support order fulfillment, i-PRO ensures current stock of our products in our manufacturer warehouses and in our distributor warehouses. We attempt to mitigate supply chain issues by keeping stock ready for distribution.</p> <p>i-PRO's distribution warehouse is in Houston, Texas, connected to our main offices. The address is 8550 Fallbrook, Suite 200, Houston, TX 77064. Our Houston warehouse has about 35,500 square feet of space where we store i-PRO product stock for distribution.</p> <p>Our primary distribution partners are TD Synnex, ScanSource, Jenne, and Ingram Micro. The facility information for these distribution partners is as follows.</p> <ul style="list-style-type: none"> <li>• TD Synnex is headquartered in Freemont, CA and Greenville, SC. TD Synnex has several national distribution centers. These distribution centers are located as follows: <ul style="list-style-type: none"> <li>o Northern California (Tracy, CA)</li> <li>o Southern California (Chino, CA)</li> <li>o Dallas, TX</li> <li>o Southaven, MS</li> <li>o Romeoville, IL</li> <li>o Columbus, OH</li> <li>o Chantilly, VA</li> <li>o Monroe, NJ</li> </ul> </li> <li>• ScanSource is headquartered in Greenville, SC. Their primary distribution center is in Southaven MS.</li> <li>• Jenne is headquartered in Avon, OH. Their primary distribution center is also in Avon, OH.</li> <li>• Ingram Micro is headquartered in Irvine, CA with over 50 global offices. Ingram Micro offers over 120+ global warehouses spanning North America, Central America, South America, Europe, and Asia.</li> </ul> <p>i-PRO's security products are distributed 85% through our distribution partners and 15% directly from our warehouse. i-PRO's public safety products are distributed 95% through our distribution partners and 5% directly from our warehouse.</p> <p>i-PRO offers over 1,000 resellers who provide our security products and over 40 authorized resellers and integrators who provide our public safety products.</p>

28	Service force.	i-PRO maintains an engineering team and field service team that supports our nationwide certified i-PRO resellers in the successful delivery of services. *
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>As an OEM manufacturer, i-PRO Americas Inc. does not typically sell our products or services directly to our customers, rather through a distribution channel with i-PRO certified authorized resellers that offer the full range of products and services that will meet or exceed the requirements of an awarded Sourcewell contract. Many of our designated authorized resellers offer comprehensive state-of-the-art online sales support, tracking, and reporting systems to support the contract that results from this solicitation. Our designated authorized reseller partner capabilities include the following ecommerce capabilities pursuant to streamline agency purchasing and provide Sourcewell members with an easy-to-use experience:</p> <ul style="list-style-type: none"> <li>• The complete pre-sales support that easily identifies the i-PRO product category, specification, and price for every product included in the Sourcewell contract.</li> <li>• Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote.</li> <li>• Online ordering capability with the ability to remember multiple ship to locations.</li> <li>• Capability of reprinting invoices for orders placed online.</li> <li>• Service options, service agreement(s).</li> <li>• Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns.</li> <li>• Sales team maps by region with account manager's contact information for participating entities</li> </ul> <p>The i-PRO designated authorized resellers represent a limited number of our strategic resellers and dealers who have clearly demonstrated the capacity required to service a contract of this size and scope within their respective areas of operation. Each of our proposed resellers will be required to comprehensively review all contract requirements and have affirmed both their willingness and capability to participate, as well as their commitment to ensure the terms and conditions of the contract are met, along with the expectations of Sourcewell participating members met with enthusiasm and excellent sales support, marketing, and execution performance.</p>
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>i-PRO believes technical support is especially important and allows end users to work directly with i-PRO as the product manufacturer to provide product issue support. i-PRO's support line is available from 7:00 AM CST through 7:00 PM CST Monday – Friday, along with emergency weekend and after-hours support. All i-PRO technicians are trained to diagnose issues. i-PRO does not use typical call center metrics that other companies may use. If i-PRO's Level 1 Technicians cannot fix an issue, i-PRO sends the issue to Level 2 or Level 3 support until the issue is fixed. i-PRO's Technical Support is free with i-PRO products and can be used as much as desired.</p> <ul style="list-style-type: none"> <li>• Accounting and customer service functions are performed from our Operations and Service Center location in Houston, Texas.</li> <li>• Inside and outside sales support functions across proposed i-PRO products are performed within the United States by representatives designated on the Territory Maps, provided as an attachment.</li> <li>• Technical call center services and warranty support are managed by the i-PRO National Service Center located in Houston, Texas.</li> <li>• Product shipping activities in support of this contract for E&amp;I and its end users are performed by our Operations and Service Center in Houston, Texas as well as our network of designated authorized resellers who are certified to provide technical support for the proposed products.</li> </ul> <p>The i-PRO National Service Center located in Houston, Texas is a facility designed to support i PRO technical and warranty support throughout the United States.</p> <p>Location i-PRO Americas Inc. 8550 Fallbrook Drive, Suite 200 Houston, Texas 77064</p> <p>Availability Support Hours: Monday – Friday 7:00AM - 7:00PM CST</p> <p>Contact Tel: 713-621-9779 Toll Free: 800-513-5417 For After Hours Technical Support or to obtain service, call toll free: 877-743-2403</p> <p>For Remote Contact or to obtain service online, go to: <a href="https://i-pro.com/us/en/surveillance/support/">https://i-pro.com/us/en/surveillance/support/</a> *</p>

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	i-PRO is able and willing to provide our products and services to ALL Sourcewell participating entities in the United States. We offer nationwide coverage.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	i-PRO is able and willing to provide our products and services to ALL Sourcewell participating entities in Canada. i-PRO has a Canadian team ready and willing to support Canadian entities.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	i-PRO provides services and support through the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	i-PRO is able to service ALL Sourcewell participating entity sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Onsite service may be limited and/or shipping delays may occur based on remote geographical areas in Hawaii, Alaska or U.S. Territories.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>i-PRO Americas Inc. (i-PRO) is pleased to provide a contract marketing and support plan that is designed specifically for Sourcewell and its participating members. This is an overview summary plan that we can further coordinate to provide additional components in working with our national sales team and our designated authorized reseller partners to continue to expand based on a successful award for this solicitation.</p> <p>The i-PRO sales and marketing teams in collaboration with our designated authorized reseller partners will compose &amp; coordinate in the following marketing campaigns:</p> <ul style="list-style-type: none"> <li>• Social media awareness campaign to direct customers to our web portal and contact us.</li> <li>• Call campaigns to reach out to customers to inform of the contract and current promotions.</li> <li>• Customer visits from our Area Sales Managers to evangelize the contract.</li> <li>• Reseller partners outbound program to their customers.</li> <li>• Webinars to educate &amp; inform our resellers on how best to utilize the Sourcewell Contract.</li> <li>• Conference calls and webinars to inform customers on education on the value proposition of the Sourcewell Contract.</li> <li>• Participation in Advisory Councils with customers to promote Sourcewell Contract awareness.</li> <li>• Provide Demo units to Sourcewell Customers for no cost product evaluations, if applicable</li> <li>• Email campaign, blogs and social media engagement at the i-PRO Area Manager level</li> <li>• Ongoing telemarketing via authorized designated reseller partners</li> <li>• Case Studies with specific end user solutions</li> </ul> <p>Participate in local and national trade shows (list below):</p> <ul style="list-style-type: none"> <li>• State Technology Forums</li> <li>• Digital Government Summits</li> <li>• Government IT Symposiums</li> <li>• LEIM</li> <li>• CACP Annual Conference</li> <li>• National Sheriffs (NSA)</li> <li>• Police Security Expo (PSE)</li> <li>• Fire Chiefs Summit</li> <li>• CJIS Annual Training</li> <li>• Fire Rescue (FRI)</li> <li>• NIGP National Harbor</li> <li>• Urban Shield</li> <li>• COPSWEST</li> <li>• IACP</li> </ul>

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>i-PRO uses technology and digital data to enhance our marketing effectiveness in a number of ways. The following is a sampling.</p> <p>i-PRO Americas website: <a href="https://i-pro.com/">https://i-pro.com/</a>                  LinkedIn: <a href="https://www.linkedin.com/company/ipro-americas/mycompany/">https://www.linkedin.com/company/ipro-americas/mycompany/</a>                  YouTube: <a href="https://www.youtube.com/@i-pro">https://www.youtube.com/@i-pro</a>                  FaceBook: <a href="https://www.facebook.com/iPROAmericas">https://www.facebook.com/iPROAmericas</a>                  i-PRO's Senior Manager of Information Security and Data Privacy's CyberSecure Video Series: <a href="https://www.linkedin.com/in/will-knehr-ms-mba-cissp-pmp-7679039b/recent-activity/videos/">https://www.linkedin.com/in/will-knehr-ms-mba-cissp-pmp-7679039b/recent-activity/videos/</a></p>	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Should i-PRO be awarded a Sourcewell contract, we envision collaborating in joint promotion of the contract such as:</p> <ul style="list-style-type: none"> <li>• Publishing Sourcewell data on the i-PRO website</li> <li>• Link to our grants office efforts with the Sourcewell contract promotions</li> </ul> <p>In addition, i-PRO would work closely with Sourcewell to obtain permission to create specialized flyers and brochures that promote the contract.</p>	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>As an OEM manufacturer, i-PRO Americas Inc. does not typically sell our products or services directly to our customers, rather through a distribution channel with i-PRO certified authorized resellers that offer the full range of products and services that will meet or exceed the requirements of the Sourcewell contract. Most of our designated authorized resellers offer comprehensive state-of-the-art online sales support, tracking, and reporting systems to support the contract that results from this solicitation. Our designated authorized reseller partner capabilities include the following ecommerce capabilities pursuant to streamline agency purchasing and provide end-users with an easy-to-use experience:</p> <ul style="list-style-type: none"> <li>• The complete pre-sales support that easily identifies the i-PRO product category, specification, and price for every product included in the Sourcewell contract.</li> <li>• Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote.</li> <li>• Online ordering capability with the ability to remember multiple ship to locations.</li> <li>• Capability of reprinting invoices for orders placed online.</li> <li>• Service options, service agreement(s).</li> <li>• Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns.</li> <li>• Sales representatives for participating entities.</li> <li>• Purchase order tracking</li> <li>• Links to i-PRO grants office program</li> <li>• The ability to browse contract products and compare different models.</li> </ul> <p>Participating members will have the opportunity to customize their own portal to view , place and track orders and also provide a full breath of reporting tools that include order history, pending order status and linking multiple accounts for different divisions or departments under a parent account.</p> <p>With regards to i-PRO's delivery commitment, while delivery times vary from project to project, delivery dates can be guaranteed with proper advanced project plans. Order fulfillment will be through our authorized reseller partners and distribution program. We will work together with the customer based on their specific needs. Standard configuration orders can be filled within 30 days for in-stock items. Our delivery days correspond to those available from major carriers (FedEx, UPS, DHL).</p>	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>i-PRO provides training for i-PRO products. Training is customized based on the needs of customers and end users. i-PRO can provide onsite training for users and administrators, including maintenance training. i-PRO also offers online resources for training including webinars, online materials, and self-paced courses.</p> <p>i-PRO understands no two projects are alike and, thus, we offer a variety of customized training programs and professional services that are project-based and supported by a mutually-approved Statement of Work (SOW). Extended warranties, software licensing, training, installation and professional services are optional costs provided within each product category or sub-category as a per day cost. Annual software licensing and maintenance costs are provided under an annual subscription and tiered bundle structure based on the number of devices or number of users depending on the level or term of each specific project or as otherwise desired by the customer. Costs for optional warranty programs, software licensing, installation, and professional services are provided by SKU number with the i-PRO Price List that has been uploaded for this contract.</p>	*

41	Describe any technological advances that your proposed products or services offer.	<p>As a leading security technology provider, i-PRO is heavily involved in the rapid development and deployment of new and emerging technology for safe schools, connected highways, smart cities with world-class AI security solutions that are supported by 's unique "video capturing x sensing" technology for a safer world. These new and emerging application solutions include facial recognition, intelligent video motion detection, vehicle incident detection, vehicle search and unified evidence management for law enforcement, education, government and public transportation.</p> <p>Beyond the high quality of products, i-PRO reinvests in research and development to keep pace with new and emerging technologies to apply advancements in i-PRO security cameras and solutions in different usage situations. i-PRO constantly endeavors to ensure that our products are packed with the latest, most innovative technologies to ensure our customers and their businesses can achieve maximum benefit from their IP security / surveillance camera systems. We understand that every industry has its unique challenges and that finding the right solution for your needs is an important decision. i-PRO provides end-to-end security solutions for retail, public transportation, government entities, warehouses, K-12, higher education, healthcare, public safety, law enforcement, and special venues.</p> <p>Current Emergent Technology: In addition to the AI edge processing analytics of weapon and sound detection discussed in this response, additional analytics are available including facial recognition, vehicle search, vape detection, license plate recognition, and area scan sensors.</p> <p>i-PRO edge-based analytics are available to the user at no additional charge. These include Vehicle detection, People Detection, AI Face Detection, AI-Occupancy, and AI Scene change Detection, along with sound detection such as gunshot detection.</p> <p>Gunshot Detection by Databuoy (ShotPoint): This third-party integration uses acoustic sensors to monitor an environment. ShotPoint can precisely locate an event on a map and instantly communicate information to the user via real-time notifications.</p> <p>Visual Weapon Detection by ZeroEyes: This third-party integration utilizes AI technology to monitor video images for weapons. In the case of an alert, ZeroEyes will launch a live alarm window notification to the VI Monitor Plus client, amongst other notification options.</p> <p>HALO Vape Detection: The Halo smart sensor integrates with VI Monitor Plus to receive instant notifications when hazardous chemicals are detected such as smoke or vape (including THC).</p> <p>Video Insight Thermal Plug-in for Elevated Body Temperature: Using the combined functionalities of MOBOTIX thermal cameras and the Video Insight VMS, an alarm is triggered when the user-defined, pre-set temperature threshold is exceeded.</p> <p>Optex Red Scan Sensor – Area: Red Scan series sensors can be added to the Video Insight VMS the same way as a camera. These unique sensors utilize laser technology to check for motion in sensitive unreachable areas. Once triggered, this integration provides an alert notification with live windows, email notification, PTZ camera action or any event designated.</p> <p>Finally, i-PRO also provides its user with the ability to search through their recorded evidence and find the exact subject or event they are looking for via access to i-PRO's Active Guard platform. For example, Active Guard allows the user to quickly search their evidence to locate an event involving a man, with facial hair, who is wearing a yellow shirt, black pants, a backpack, and red shoes, or a Red, SUV.</p>
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42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>i-PRO Americas is deeply committed to environmental protection and is committed to helping government and commercial customers identify products and solutions which are designed to reduce their environmental impact. Our goal is to continue to strive to improve the energy efficiency of our products that can obtain EPEAT or Energy Star certification depending on the various categories or sub-categories of our security products.</p> <p>Environmental Policy: i-PRO strives to continuously improve its environmental management systems with the aim to realize a sustainable society through its business activities, in order to fulfill its social responsibility as a company. We enhance the awareness of employees towards environmental issues through education and training, and comply with laws, regulations, and ordinances and agreements related to the environment.</p> <p>CO2 Emissions: i-PRO endeavors to reduce carbon emissions by striving to create and provide environmentally friendly products and services, lowering product power consumption and through energy saving at offices and plants during operating times, towards the realization of a low-carbon society.</p> <p>Resources: i-PRO strives to effectively use resources used in business activities and to control emission of waste products, towards a recycling-oriented society.</p> <p>Harmful Substances: i-PRO strives to appropriately manage chemical substances contained in products and used in manufacturing activities in order to protect the environment and to prevent environmental pollution.</p>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>From an industry conformance perspective, EPEAT and Energy Star certification are generally limited to certain categories such as servers, computers and displays, imaging equipment, mobile phones and tvs. i-PRO Americas Inc. is deeply committed to environmental protection and is committed to helping government and commercial customers identify products and solutions which are designed to reduce their environmental impact. Our goal is to continue to strive to improve the energy efficiency of our products that can obtain EPEAT or Energy Star certification depending on the various categories or sub-categories of our security products.</p>
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>As a manufacturer, i-PRO uses a network of reseller and distributor partners to sell our products and provide services, such as installation and integration. Many of these partners offer socioeconomic designations, including minority-owned businesses. The partners identified in the list below are identified as "Disadvantaged" businesses, including Small Disadvantaged Business (SDB) and Economically Disadvantaged Woman-Owned Small Business (EDWOSB). The SBA has defined socially disadvantaged groups or persons as those who have been, historically, subjected to "racial or ethnic prejudice or cultural bias" within the larger American culture. Identified groups include African Americans, Asian Pacific Americans, Hispanic Americans, Native Americans, and Subcontinent Asian Americans. Members of other groups may qualify if they can satisfactorily demonstrate that they meet established criteria. These identified groups or persons also qualify under minority status.</p> <p>Small Disadvantaged Business (SDB) and Economically Disadvantaged Woman-Owned Small Business (EDWOSB) Partners:</p> <ul style="list-style-type: none"> <li>• Alliance Technology Group (EDWOSB, SDB)</li> <li>• Alpha Technologies (SDB, SDVOSB)</li> <li>• Bering Straits Native Corporation (SDB)</li> <li>• Carolina Advanced Digital, Inc. (SDB, SDVOSB, HUBZone)</li> <li>• Dynamic Integrated Security Inc. (EDWOSB, SDB)</li> <li>• GovSmart (SDB, 8A, HUBZone)</li> <li>• Ingram Technologies LLC (SDB)</li> <li>• Pacific Office Solutions (EDWOSB, SDB, HUBZone)</li> <li>• Platinum Networks, LLC (SDB)</li> <li>• Rugged Solutions America LLC (SDB)</li> <li>• Structured Plus Communications (SDB)</li> </ul> <p>Various i-PRO authorized resellers can meet WMBE or SBE status, which will provide and maintain such certifications for term of the Sourcwell contract as following:</p> <ul style="list-style-type: none"> <li>• Sigma Surveillance inc. dba STS360 - State of Texas HUB Certification (Woman-Owned)</li> <li>• GTS Technology Solutions, Inc - State of Texas HUB Certification (Woman-Owned)</li> <li>• SHI Government Solutions, Inc - State of Texas HUB Certification (Woman-Owned)</li> </ul>
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>i-PRO was one of the first manufacturers to invent a security camera. We offer 130 different models of security cameras globally. i-PRO provides industry-leading solutions to capture, record, manage, and analyze surveillance video. We offer a complete comprehensive lineup of video surveillance products and solutions with the highest image quality, mission-critical reliability, and the lowest total cost of ownership in the industry.</p> <p>i-PRO's surveillance cameras focus on five core technologies to provide extreme performance under extreme conditions. These five core technologies are our five pillars:</p> <ol style="list-style-type: none"> <li>1. Extreme visibility</li> </ol>

2. Extreme reliability
3. Extreme analytics
4. Extreme compression
5. Extreme data security

i-PRO Americas Inc. offers several key differentiators in the marketplace which serve as value-added services.

#### Grants Consulting:

i-PRO Americas offers grant support to our clients and end users free of charge. i-PRO invests in a partnership with Grants Office LLC to provide this offering to our clients and end users.

i-PRO decided to offer grant funding support to our clients after finding there was a huge need for funding within the schools and law enforcement agencies we work with. School districts regularly expressed frustration with obtaining funding to upgrade safety and security systems. By offering assistance with grants, i-PRO overcame this challenge for the schools.

Grants Office helps our clients find grant funding for projects, then guides the clients through the process of applying for grants. Grants Office also provides ongoing monitoring of new funding available and upcoming initiatives. i-PRO shares this information with end users and partners.

Since i-PRO began this partnership with Grants Office in 2015, our end users have been given 155 grant awards equating to over \$42,000,000 in grant funds.

#### Financing:

i-PRO Americas offers financing through our FlexPay program. This financing resource was designed for public entities and the legal requirements that come along with financing within the public sector.

#### Integrated Solutions:

We understand that every organization has its unique challenges and finding the right solution for specific needs is an important decision. i-PRO is pleased to offer our entire portfolio of integrated solutions as value-added products and services for the benefit of NCPA participating members such as:

- Airports

Our advanced surveillance systems not only help to deter transportation-specific trouble, but also resolve unique problems such as anti-social behavior at stations and on trains, intrusions, and sabotage of railway facilities. We ensure safety and security for passengers and guarantee cargo security with high anti-shock and weatherproof hardware for outdoor use, and advanced software that can instantly detect targets at terminals where an unspecified number of people come and go.

- Commercial Business

Contemporary businesses are required to make investments to ensure the safety of employees, equipment, and information assets within company facilities along with the advancement of today's information society. We provide security solutions that can contribute to boost reliability and credibility for facilities, installed by an advanced access control system for improving security levels from a physical perspective and visual surveillance inside and outside buildings.

- Corrections / Prisons

Intelligent integrated system solutions provide better protection for both prisoners and guards, improving facility-wide operations. Our sophisticated video analytics, paired with artificial intelligence (AI), can further identify and alert authorities to emerging situations.

- Education

One of the most important tasks for educational institutions is to ensure student safety across large or multiple campuses. Our advanced security solutions include video surveillance to prevent suspicious individuals and reduce vandalism to valuable campus property. By maintaining the learning environment in a safe way, students and educators can focus on study, research, and education.

- Government

To serve the public effectively, you need technology that serves you appropriately, without fail. i-PRO's security solutions for governmental organizations are designed to support the many different functions and activities that security officers carry out, ensuring better communication, greater engagement, and more efficiency in everything they do to keep employees and the public safe.

- Healthcare

		<p>i-PRO medical imaging solutions are designed specifically for use in medical imaging devices and systems. When precision and accuracy matter the most, our imaging solutions deliver the extreme accuracy only available with Ultra HD technology. Our micro head cameras are used around the globe in today's most sophisticated surgical robotics, scopes and diagnostic devices with outstanding results and reliability when it counts most.</p> <ul style="list-style-type: none"> <li>• Law Enforcement Law enforcement professionals have unique needs and requirements for real-time field operations and evidence analysis that only specialized solutions can deliver. As a recognized global leader in video technologies and cameras, our evidence capture, management, and analytics provide law enforcement professionals with the high-performance tools they need to keep the communities they serve and the officers safe.</li> <li>• Logistics Advanced surveillance systems with AI are demonstrating their capabilities to solve various problems that occur at logistics fields, such as the loss of goods, damage to goods and collisions between forklifts and other forklifts, people, or goods. We provide solutions for these problems through 360-degree monitoring without blind spots and offering heat-maps that can visualize the traffic patterns by people and how long they stay in one place. It leads to safety and productivity improvement in your company.</li> <li>• Mass Transit Roadway networks spread throughout the city and a stream of passengers at mass transportation systems such as airports, public spaces are always embraced by the flow of mobility. We create safe environment to protect citizens and secure cities with not only our AI technologies for highly accurate license plate number recognition, but also with our advanced high-visibility technologies for monitor intersections and streets 24/7.</li> <li>• Pharmacies To safeguard drugs, you need to control entry to restricted areas where they are stored and document who has access to controlled substances. By implementing an electronic access control system that is integrated with video surveillance cameras, a pharmacy can verify and document any attempt to enter an area where controlled substances are kept.</li> <li>• Retail Shoplifting, vandalizing store facilities and deterrence of trouble in parking lots cause a wide range of losses that damages business performance. We also contribute to facilitate store operations and service quality improvement with the visualization of in-store traffic flows, the degree of congestion and customer service situations.</li> <li>• Special Venues / Stadiums Wide range surveillance from seating areas to authorized personnel areas, which can be confirmed in detail, is required at stadiums where many people gather. With a surveillance network comprised of multiple cameras, it is possible to quickly search and track only the necessary images. Also, with a facial recognition system, we can prevent the admission of suspicious parties such as inveterate hooligans or booze benders. The prevention with our system can be supportive solutions for stadiums' operators and managers because it creates enjoyable spaces in an easy way for general audiences.</li> </ul> <p>As a recognized industry leader, i-PRO is committed to continuous research and rapid development to expand our portfolio of integrated solutions that are designed to meet the growing demands for technology modernization.</p>
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**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 *
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46	Do your warranties cover all products, parts, and labor?	<p>Yes, i-PRO Americas Inc. offers a standard limited warranty to repair or exchange a product in the event of a defect in materials or workmanship. Our standard warranty offerings include personnel, hardware, and infrastructure to enable 24x7 help desk operation. i-PRO wants to make sure our users never lose access to the solution they depend on, so we stand behind our products, software and hardware through our US Based Support Team and its best in class i-PRO camera with a 7-Year Mission Critical warranty.</p> <p>All i-PRO cameras are backed by a seven (7) year warranty. Fans, motors, slirings, and lens assemblies are warrantied for five (5) years. i-PRO recorder and extension units (i-PRO models starting with WJ-NU or WJ-NX) are backed by a five (5) year warranty. i-PRO AG, IPS, &amp; VI Based Servers/ Workstations (i-PRO models starting with AGS-, NVR-, WS-, or IPS-SRV) are backed by a five (5) year warranty, with a two (2) year warranty on some specific models. i-PRO Encoder/ Converter/ Joystick Controller/ Speaker models starting with WJ-GXE, WJ-PC, WJ-PR, WV-CU, TA-SP are backed by a three (3) year warranty. Accessories are backed by a one (1) year warranty.</p> <p>Warranty includes priority exchange service and 30-day period of exchange for units found to be non-working upon delivery.</p> <p>Limited Product Warranty: This warranty is extended only to the original purchaser. This warranty covers failures due to defects in materials or workmanship which occur during normal use. It does not cover damage which occurs in shipment or failures which are caused by products not supplied by i-PRO or failures which result from alteration, accident, misuse, abuse, neglect, faulty installation, maladjustment of user controls, improper maintenance, modification or service by anyone other than an i-PRO, or damage that is attributable to acts of God.</p> <p>Additional information about i-PRO warranty coverage can be found on our website here for surveillance products: <a href="https://i-pro.com/products_and_solutions/en/surveillance/learning-and-support/grants-and-contracts/learning-and-support/warranty">https://i-pro.com/products_and_solutions/en/surveillance/learning-and-support/grants-and-contracts/learning-and-support/warranty</a></p> <p>And here for public safety products: <a href="https://i-pro.com/products_and_solutions/en/publicsafety/products/warranty-services">https://i-pro.com/products_and_solutions/en/publicsafety/products/warranty-services</a></p>	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>This warranty covers failures due to defects in materials or workmanship which occur during normal use. It does not cover damage which occurs in shipment or failures which are caused by products not supplied by i-PRO or failures which result from alteration, accident, misuse, abuse, neglect, faulty installation, maladjustment of user controls, improper maintenance, modification or service by anyone other than an Authorized i-PRO Security Systems/Vision Systems Service center, or damage that is attributable to acts of God.</p> <p>Additional information about i-PRO warranty coverage can be found on our website here for surveillance products: <a href="https://i-pro.com/products_and_solutions/en/surveillance/learning-and-support/grants-and-contracts/learning-and-support/warranty">https://i-pro.com/products_and_solutions/en/surveillance/learning-and-support/grants-and-contracts/learning-and-support/warranty</a></p> <p>And here for public safety products: <a href="https://i-pro.com/products_and_solutions/en/publicsafety/products/warranty-services">https://i-pro.com/products_and_solutions/en/publicsafety/products/warranty-services</a></p>	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No - the standard warranty is limited to the repair or replacement. Onsite service plans are offered as optional professional service SKU's contained in the Price List offered.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Yes, there are remote regions in the United States, U.S. Territories and Canada that may not be supported by onsite service. For remote regions that cannot be serviced by a certified technician, i-PRO products are backed by a Priority Shipping Program that would provide overnight ship and return shipping at no cost to the customer for any in-warranty RMA service request.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	i-PRO warranty programs do not cover third party products. Any third party products are covered by the warranty provided by the respective OEM manufacturer.	*
51	What are your proposed exchange and return programs and policies?	All i-PRO products proposed for the Sourcewell contract come standard with a Priority Advanced Exchange Program which provides advanced replacement units shipped the same day with overnight delivery on the rare occasion a product might fail.	*

52	Describe any service contract options for the items included in your proposal.	The proposed i-PRO products offer optional enhanced professional services for IT consulting, training and onsite technical support which are included in the Price List submitted to Sourcwell.	*
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**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	For ordering processing, i-PRO Americas Inc. will provide a list of authorized designated resellers who accept orders online, by telephone, through fax or via email. i-PRO's designated authorized resellers will handle all end user quotation, order processing, billing, and payments. Typically, i-PRO resellers offer net 30-day payment terms to Sourcwell members payable by ACH, Credit Card or Check.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Yes, i-PRO Americas is glad to provide leasing and financing through our new FlexPay Program. Our FlexPay Program is a one-stop shop that makes it easier for our customers to purchase i-PRO solutions along with approved 3rd party products and services. A formal quotation from an authorized i-PRO reseller partner is required to obtain a FlexPay payment plan estimate. Authorized reseller partners may add approved 3rd party products and services to a FlexPay payment plan as long as the scope or work and quote include i-PRO products, software or services.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>As an OEM manufacturer, i-PRO Americas Inc. does not typically sell our products or services directly to our customers, rather through a distribution channel with i-Pro certified authorized resellers. Our standard business documentation have been attached are made publicly available on our corporate website.</p> <ul style="list-style-type: none"> <li>• EULA – <a href="https://i-pro.com/us/en/eula/">https://i-pro.com/us/en/eula/</a></li> <li>• End User Terms – <a href="https://i-pro.com/us/en/end-user/">https://i-pro.com/us/en/end-user/</a></li> <li>• Professional Service Terms – <a href="https://i-pro.com/us/en/pro-service-terms/">https://i-pro.com/us/en/pro-service-terms/</a></li> </ul>	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Most of i-PRO authorized resellers accept Sourcwell member payments via credit or procurement cards through all of these ordering methodologies. Cards accepted are typically: Visa, MasterCard, American Express, Discover and agency procurement cards when applicable.	*

**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 *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>i-PRO Americas Inc. (i-PRO) is pleased to offer product-category and sub-category discounts for the Sourcwell contract.</p> <p>Please see the attached documents included in the zip file titled "i-PRO_PricingDocuments" uploaded in the PRICING section of the document attachments section of this response.</p>	*

58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>i-PRO is committed to continue to evolve continuously to meet increasingly diverse and integrated security management needs and to make rapid progress where it's possible to prevent unfortunate events. i-PRO is pleased to offer our expanded portfolio of integrated solutions to Sourcewell members for the betterment of public safety:</p> <p>Artificial Intelligence (AI) Cameras &amp; Accessories – 25% off MSRP  Multi-Sensor Cameras &amp; Accessories – 20% off MSRP  Thermal Cameras &amp; Accessories – 19% off MSRP  Network Cameras &amp; Accessories – 18% off MSRP  Access Control &amp; Accessories – 18% off MSRP  In-car Video Cameras &amp; Accessories – 11% off MSRP  Body Worn Cameras &amp; Accessories – 11% off MSRP  Network/Video Recorders/Servers – 10% off MSRP  Injectors/Encoders/Converters – 5% off MSRP  Power Supplies/Sensors – 5% off MSRP  Mounting Equipment – 5% off MSRP  Integrated Software Applications – 2% off MSRP  Warranties &amp; Support – 2% off MSRP  Professional Services – 2% off MSRP</p>	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Due to economic conditions from supply chain constraints and shipping costs, i-PRO will not be able to provide any standard rebates or volume discounts, however, we are glad to support our designated resellers best value pricing for special projects and large orders on a case-by-case basis.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Quotes will be provided by an i-PRO designated authorized reseller to facilitate the method of ordering the proposed products with the appropriate category discount off of MSRP for each SKU as notated on in this response for i-PRO products.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Standard FOB shipping costs are included in the Itemized Price List for i-PRO products. Implementation and deployment costs such as training, configuration and support are separate costs and made available as optional SKUs. i-PRO's designated authorized resellers can offer project-based or customer-specific services that will meet the requirements of the Sourcewell member in accordance with an approved quote and/or statement of work.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Product shipping activities in support of this contract for Sourcewell and its customers are performed by our Operations and Service Center in Houston, Texas as well as our network of channel distributors, system integrators and designated authorized resellers who are certified to provide technical support for the proposed products. Customer-specific setup, configuration and asset management are optional services for pre-delivery, so our products work right out of the box as plug and play to ease the burden of deployment for Sourcewell members.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Standard shipping is included in the discounted price based on the delivery schedules provide from available from major carriers (FedEx, UPS, DHL) to Alaska, Hawaii, Canada or U.S. territories, as applicable. Limited delivery may apply to rural or off-grid locations.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	i-PRO Americas operates facilities and offices throughout the United States, with our corporate Operations/Service Center located at 8550 Fallbrook Drive, Suite 200 in Houston, Texas. i-PRO, as well as each of our designated authorized resellers collectively offer an extensive set of facilities and resources that will be utilized to fulfill this contract. Our channel distribution and reseller network provide assurances of our capabilities to deliver i-PRO integrated solutions, products and services nationwide to Sourcewell and its members.	*

Table 12: Pricing Offered

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

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell 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 Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	i-PRO has established a dedicated Government Procurement and Contracts team staffed by a full-time Government Contracts Manager and a newly created a new role for a Government Contracts Specialist who will collectively will oversee and manage the Sourcwell contract for first-level self-auditing and ongoing compliance which includes overseeing authorized reseller reporting monitoring and verification that i-PRO authorized reseller partners have paid their admin fee payments to Sourcwell in a timely manner.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>i-PRO's dedicated contract manager and contract specialist are responsible for creating a YTD and YoY sales tracking report to monitor the performance and success of the contract.</p> <p>Example KPI metrics that would be tracked include:</p> <ul style="list-style-type: none"> <li>• Sales By Agency/State/Sector</li> <li>• Sales By Product Category</li> <li>• Sales by Reseller/Distributor</li> <li>• Total Sales By Month/Quarterly/Annual</li> </ul> <p>Other KPIs as identified would be easy to expand for tracking and monitoring the Sourcwell contract.</p>
68	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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.)	Based on industry standards, review of other State contracts and current Sourcwell contract, i-PRO proposes to continue a 1.0% administrative fee to be paid by our designated authorized resellers to Sourcwell in the event we are awarded a contract. We are certainly glad to further discuss the appropriate admin fee % with Sourcwell at the time of award.

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>i-PRO Americas Inc. (i-PRO) is an Original Equipment Manufacturer (OEM) of comprehensive security camera systems (intelligent surveillance solutions), public safety evidence capture solutions (investigation and evidence management), and medical imaging products. i-PRO designs, develops, and manufactures video technology for security, public safety, healthcare, utilities and commercial enterprise sectors, in addition to the solutions including system integration, construction, maintenance, and related services.</p> <p>i-PRO is offering our security and public safety lines of products to Sourcewell members.</p> <p>Security Camera Systems/Intelligent Surveillance Solutions include:</p> <ul style="list-style-type: none"> <li>• Surveillance Cameras &amp; Recorders</li> <li>• Surveillance Image Integration Software Platforms (VMS)</li> <li>• Image Recognition Solutions</li> <li>• Surveillance System Peripherals</li> </ul> <p>Public Safety/Investigation &amp; Evidence Management Solutions include:</p> <ul style="list-style-type: none"> <li>• Investigation Assist Solutions (Urban Surveillance, Facial Recognition, Vehicle Searches)</li> <li>• Evidence Management Solutions (Body-Worn Cameras, In-Car-Video Systems, Evidence Management Software)</li> <li>• Industry Solutions (Transportation Surveillance, Vehicle Surveillance)</li> </ul> <p>i-PRO's cameras are designed for multiple applications and provide a wide range of capabilities, including Artificial Intelligence (AI) features, high-accuracy motion detection, analytic features, face detection, wide-area monitoring, and more. Detailed product catalogs for these products lines and the associated applications have been uploaded in the Additional Documents section of this response.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Access Control &amp; Accessories  Artificial Intelligence (AI) Cameras &amp; Accessories  Body Worn Cameras &amp; Accessories  In-car Video Cameras &amp; Accessories  Injectors/Encoders/Converters  Integrated Software Applications  Mounting Equipment  Multi-Sensor Cameras &amp; Accessories  Network Cameras &amp; Accessories  Network/Video Recorders/Servers  Power Supplies/Sensors  Professional Services  Thermal Cameras &amp; Accessories  Warranties &amp; Support</p>

**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
71	Portable and mobile video camera and recording solutions, such as body-worn, in-car, and equipment-mounted devices.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>i-PRO designed, developed and manufactures i-PRO Body Worn Camera (BWC) systems (BWC4000) and In-Car Video (ICV) systems (ICV4000), along with options between on-site, hybrid or cloud digital evidence management systems and storage.</p> <p>The i-PRO Body Worn Camera solution, the i-PRO BWC4000, and our In-Car Camera system, the i-PRO ICV4000, work seamlessly together and are supported by multiple secure storage and evidence management platform options. From the moment an officer's emergency</p>

lights go on until the verdict is delivered in the courtroom, maintaining an unbroken chain of custody is imperative to ensuring that justice is served. Our team is highly confident the proposed i-PRO solutions will provide the best value and most reliable evidence capture technology available in the marketplace today.

The i-PRO BWC4000 offers seamless integration with the i-PRO ICV4000, along with i-PRO's extensive line of fixed-surveillance cameras to create a unified evidence management platform that preserves every link in the chain of evidence. Equally important, the Digital Evidence Management System (DEMS) is agnostic to storage methods, offering Sourcewell members the most affordable options to store video evidence locally, in the cloud, or using a hybrid of both local and cloud storage solutions.

i-PRO Americas Inc. began as a division of Panasonic, meaning i-PRO's products are built on Panasonic's tradition of video excellence and reliability. Panasonic has been producing cameras for over 60 years and Panasonic's products are known to be reliable, durable, and stand the test of time.

The i-PRO BWC4000 features multiple resolutions up to full High Definition 1080p video, digital image stabilization, and low-light capabilities to clearly capture evidence in virtually any environment. The BWC4000 is water resistant (IP67) and durable (MIL-STD-810H), providing officers with a reliable way to capture video and audio evidence in nearly any condition. The i-PRO BWC4000 is designed with a detachable, field-swappable battery to keep officers on the go without the need to recharge the camera when shifts go over 14 hours. When the officer needs to recharge the BWC's batteries, the batteries can be docked on a single or 8-dock charger or data dock, which also upload video data while charging, and both can fully charge the battery in 4 hours or less.

i-PRO's newest in-car video evidence system features the ICV4000, which provides for a direct connection to the BWC4000. The new ICV4000 takes in-car video technology into the future with a powerful new video processing unit (VPU4000), wireless networking, new security features and improved image quality. With several options for front-end vehicle cameras, the ICV4000 offers industry leading 1080p full HD recording along with a wider field of view and multiple optical/digital zoom levels, along with an option for our newest panoramic

			<p>front camera. This provides users with superior video evidence quality and ensures that every detail is clearly captured, even under challenging conditions. The ICV4000 records video in MPEG-4 format, eliminating the need for proprietary media devices and making it easier to share video and audio content with other applications.</p> <p>i-PRO produces BWC docks which integrate with the in-car video systems, providing a convenient place to dock the BWC4000. The ICV4000 also incorporates embedded Bluetooth (BLE) and two wireless LAN modules to support seamless integration with the BWC4000.</p>
72	<p>Permanently mounted or installed video camera and recording solutions designed for all law enforcement, school resource officers, corrections, first responders, and emergency medical services.</p>	<p><input checked="" type="radio"/> Yes  <input type="radio"/> No</p>	<p>i-PRO currently offers 150+ surveillance camera models and will be offering 250 different models of cameras by 2024. i-PRO provides industry-leading solutions to capture, record, manage and analyze surveillance video. We offer a complete comprehensive lineup of video surveillance products and solutions with the highest image quality, mission-critical reliability, and the lowest total cost of ownership in the industry.</p> <p>Key benefits and feature of the i-PRO products include:</p> <p>Smart Coding Technology - an in-camera surveillance technology that reduces bandwidth usage up to 75% without sacrificing video quality. It delivers the resolution and frame rates you demand, while substantially lowering storage and networking costs. And it's fully H.264 compliant.</p> <p>True 4K Cameras - i-PRO's True 4K cameras utilize our new 4K ULTRA HD engine featuring a sensitive, 12MP 4K imager that delivers both crisp, high-resolution images and outstanding low-light performance of less than 0.3 lux in color. Coupled to a purpose-built 6X zoom optical system, True 4K lenses are custom designed to pass the full optical bandwidth needed to produce exemplary 4K class images delivering highly consistent sharpness across the entire frame. i-PRO's new True 4K Cameras set the benchmark for image quality in 4K surveillance.</p> <p>i-PRO Extreme - Extreme fusion of i-PRO unique video &amp; sensor technology, adding with high anti-environment stability and self-recognition/analysis capabilities, realize INCIDENTS much quicker, easier and with higher accuracy. End-to-end solutions with embedded i-PRO black-box technology enables flexible and scalable customized product solutions for high-demanding customers.</p>

			<p>Edge Recording Innovation – built-in SDXC memory card slot on most i-PRO cameras for more edge recording capacity (pre-event buffering) and redundant archival reliability.</p> <p>144dB EXTREME Super Dynamic - High performance face detection technology in the camera combined with new 144dB enhanced SD capabilities, automatically enables clear identification of a person's face, even in very dynamic scenes or heavily backlit conditions for optimal face recognition and evidence capture.</p> <p>Video Insight - The Video Insight Video Management Software (VMS) offers the most comprehensive list of features, clients, and tools that are all included in the cost of its straightforward licensing. Enterprise VMS Client that allows centralized IP camera viewing and management from any server:</p> <ul style="list-style-type: none"> <li>• Quick-view live and recorded video from any camera</li> <li>• Easy to use, intuitive video management software</li> <li>• Support for 4100+ IP camera models from 150+ manufacturers</li> <li>• Full H.265 support</li> <li>• Hardware acceleration support</li> <li>• Integrated Access Control</li> <li>• ROI (Region of Interest) Motion Searching</li> </ul>
73	Video capable threat and weapons detection.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>i-PRO's cameras can be equipped with innovative technologies like thermal scanning and weapons detection. As mentioned above, i-PRO's surveillance systems incorporate video analytics for proactive threat detection and incident response. This includes gunshot detection, visual weapon detection, and thermal detection of elevated body temperature (via a plug-in).</p> <p>Gunshot Detection by Databuoy (ShotPoint): This third-party integration uses acoustic sensors to monitor an environment. ShotPoint can precisely locate an event on a map and instantly communicate information to the user via real-time notifications.</p> <p>Visual Weapon Detection by ZeroEyes: This third-party integration utilizes AI technology to monitor video images for weapons. In the case of an alert, ZeroEyes will launch a live alarm window notification to the VI Monitor Plus client, amongst other notification options.</p> <p>Video Insight Thermal Plug-in for Elevated Body Temperature: Using the combined functionalities of MOBOTIX thermal cameras and the Video Insight VMS, an alarm is triggered when the user-defined, pre-set temperature threshold is exceeded.</p>



74	<p>Related equipment complementary to the offering of the solutions in 71-73 above, including automated activation devices, lasers, monitors, recorders, microphones, and transmitters.</p>	<p><input checked="" type="radio"/> Yes  <input type="radio"/> No</p>	<p>Automated activation devices: i-PRO offers an automated activation bluetooth holster for duty weapons which will signal a Body Worn Camera (BWC4000) to begin recording.</p> <p>Microphones: i-PRO offers microphones for specific industry solutions, such as extra external microphones in both covert and visible styles for interview room solutions.</p> <p>Network Video Recorders (NVR): i-PRO offers several types and storage sizes of NVR solutions.</p>
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<p>75</p>	<p>Technology, data storage, advanced analytics, redaction, and management software solutions and applications for self-hosted, cloud-based, and hybrid systems that are complementary to the offering of the solutions in 71-73 above.</p>	<p><input checked="" type="radio"/> Yes  <input type="radio"/> No</p>	<p>i-PRO cameras are designed for edge storage on the devices with built-in SD or via a compatible network video recorder (NVR) for data storage. However, for more complex deployments and long-term archival of data, i-PRO solutions are agnostic and offer compatibility to various storage systems such as local on-premise servers, DAS, SAN, NAS or cloud storage. System administrators can define multiple libraries, the physical location of the storage for each library which can be combination of local storage and cloud storage.</p> <p>i-PRO offers multiple options for storage and evidence management hosting – On-Premise, Cloud, and a Hybrid approach.</p> <ul style="list-style-type: none"> <li>• The on-premise solution is a standalone solution with Unified Digital Evidence (UDE) hosted locally at a site (or multiple sites) strategically chosen by DPS.</li> <li>• The cloud solution – CloUDE – is hosted in collaboration with Genetec using Genetec’s Clearance servers.</li> <li>• The hybrid solution is a combination of CloUDE with a local on-premise solution.</li> </ul> <p>i-PRO’s Body Worn Camera and In-Car Video solutions also contain significant on-board storage. The i-PRO BWC4000 contains a 128GB internal Secure Digital (SD) storage drive. This storage drive has the capacity to store between 22.33 and 76.19 hours of video, depending on recording resolution and writing speed to the SD drive. The BWC4000 can store 22.33 hours of 1080p full High Definition (HD) resolution video written at a speed of 8MBps (megabytes per second). The BWC4000 can store 42.24 hours of 720p Standard Definition (SD) resolution video written at a speed of 4 Mbps. The In-Car Video Processing Unit (VPU) can handle up to 1 TB of storage, comprised of 2 512GB SSDs. The VPU comes standard with 2 256GB SSDs. A 256GB storage drive can store 10 days’ worth of video at the max quality resolution of 1920×1080 and 30 fps. Average recording time will vary by agency activity. However, over a 10 hour shift, we see an average of 5 hours of recorded events/incidents.</p>
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76	Accessories complementary to the offering above, including docking stations, chargers, memory cards, cables, adapters, clips, mounts, batteries, holsters, and harnesses.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>i-PRO offers a multitude of mounting options for the Body Worn Camera BWC4000 including MOLLE mounts. The BWC4000 utilizes the versatile Klick Fast™ mounting system with over 12 options for mounting. Some of these options include (but are not limited to):</p> <ul style="list-style-type: none"> <li>• Magnetic mount (Included)</li> <li>• Molle mount (Included)</li> <li>• Button mount (through shirt buttons)</li> <li>• Screw mount (screw through garment)</li> <li>• Lapel mount</li> <li>• In-pocket mount</li> <li>• Embroidered mount</li> <li>• Belt mount</li> </ul> <p>The BWC4000 attaches directly to these mount options in a slide-in and click format.</p> <p>i-PRO offers single and 8-bay docks for the cameras and/or batteries, which plug into standard 120V plugs and have the added benefit of connecting to the network for high-speed offload and management of docked cameras. These docks are also able to be integrated into in-car video systems to be docked in a vehicle.</p> <p>The single dock features an ethernet connection for data, USB-C for low-rate charging, and an AC adapter for full rate charging. The 8-Bay dock features an ethernet connection for data and an AC adapter for full rate charging.</p>
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77	Services complementary to the offering above, including training, installation, and administration of warranty programs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>As an OEM manufacturer, i-PRO's technical field engineers and services team will coordinate closely with our designated authorized resellers to identify the technical support for training, deployment and installation requirements that are unique to this contract; identify collateral materials and electronic materials requirements for customer education; and provide assistance with training as may be required or requested from each of our authorized resellers for their locations and sales personnel nationally.</p> <p>In collaboration with our designated authorized reseller partners, i-PRO can cover all aspects associated with hardware/software deployment, installation, training, project management, service concerns and post-deployment support. Our extensive experience in this area can provide a customer a piece of mind knowing that their i-PRO solution will give them maximum uptime and a reliable solution to keep their communities safe. i-PRO's nationwide team of certified installers leverage their extensive product specialization and industry knowledge to deliver meticulous and timely service. With years of experience and thousands of deployments under their belt, our certified technicians can help build innovative ways to implement and use our products as part of an overall robust, supportable, serviceable solution. This helps to simplify installation planning and management, maximize worker productivity, and ensure easy serviceability. Customized installations solutions Include:</p> <ul style="list-style-type: none"> <li>• Mobile solution consulting</li> <li>• Custom hardware solution designs</li> <li>• Custom mounting solutions</li> <li>• Project and site coordination management</li> <li>• Installation design and engineering</li> <li>• Vehicle certification</li> <li>• Upgrades, de-installs and re-installs</li> </ul> <p>Understanding that no two organizations or departments are the same, our team of experts will work with each Sourcewell customer to develop the ideal training, deployment and installation solution that is designed to fit the customer's unique requirements and goals.</p>
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**Table 15: Industry Specific Questions**

Line Item	Question	Response *
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78	Describe the security features of your proposed solutions in relation to data security.	i-PRO has robust data security policies and employee training, FIPS approved encryption for data at rest and in transit, a secure file sharing program is required for the transfer of sensitive information, every endpoint is protected with state-of-the-art endpoint detection and response, we have a data loss prevention system that automatically tags and tracks all sensitive data, enforce multifactor authentication, and we have a 24/7 cyber security operations center that looks for suspicious activity.
79	Describe the data storage, Artificial Intelligence (AI) analytics, and management features and functionality as they relate to your proposed products.	<p>i-PRO cameras are designed for edge storage on the devices with built-in SD or via a compatible network video recorder (NVR) for data storage. However, for more complex deployments and long-term archival of data, i-PRO solutions are agnostic and offer compatibility to various storage systems such as local on-premise servers, DAS, SAN, NAS or cloud storage. System administrators can define multiple libraries, the physical location of the storage for each library which can be combination of local storage and cloud storage.</p> <p>Additional information regarding on-board storage capabilities of the in-car and body worn camera systems can be found above in #75.</p> <p>AI Analytics:  With a powerful edge AI processor, i PRO network cameras can process advanced analytics locally on-board the camera. Since 2020, i-PRO has been continually expanding the product line of edge AI-capable cameras. i-PRO currently offers 200+ camera models and will be offering 250 different models of AI cameras by 2024.</p> <p>i-PRO's surveillance systems incorporate video analytics for proactive threat detection and incident response. In addition to the AI technologies discussed in 6.3.1, i-PRO's AI S &amp; X series cameras provide the ability to utilize several analytic applications directly on the camera hardware. Through the creation of unique trigger rules and reactions based on detection of specific events, Video Insight can aid in the proactive detection, &amp; notification of threats.</p> <p>i-PRO edge-based analytics are available to the user at no additional charge. These include Vehicle detection, People Detection, AI Face Detection, AI-Occupancy, and AI Scene change Detection, along with sound detection such as gunshot detection.</p> <p>Gunshot Detection by Databuoy (ShotPoint): This third-party integration uses acoustic sensors to monitor an environment. ShotPoint can precisely locate an event on a map and instantly communicate information to the user via real-time notifications.</p> <p>Visual Weapon Detection by ZeroEyes: This third-party integration utilizes AI technology to monitor video images for weapons. In the case of an alert, ZeroEyes will launch a live alarm window notification to the VI Monitor Plus client, amongst other notification options.</p> <p>HALO Vape Detection: The Halo smart sensor integrates with VI Monitor Plus to receive instant notifications when hazardous chemicals are detected such as smoke or vape (including THC).</p> <p>Video Insight Thermal Plug-in for Elevated Body Temperature: Using the combined functionalities of MOBOTIX thermal cameras and the Video Insight VMS, an alarm is triggered when the user-defined, pre-set temperature threshold is exceeded.</p> <p>Optex Red Scan Sensor – Area: Red Scan series sensors can be added to the Video Insight VMS the same way as a camera. These unique sensors utilize laser technology to check for motion in sensitive unreachable areas. Once triggered, this integration provides an alert notification with live windows, email notification, PTZ camera action or any event designated.</p> <p>Finally, i-PRO also provides its user with the ability to search through their recorded evidence and find the exact subject or event they are looking for via access to i-PRO's Active Guard platform. For example, Active Guard allows the user to quickly search their evidence to locate an event involving a man, with facial hair, who is wearing a yellow shirt, black pants, a backpack, and red shoes, or a Red, SUV.</p> <p>AI Analytics include the following technologies:</p> <ul style="list-style-type: none"> <li>• AI-VMD: AI-VMD can identify different objects in a scene. The i-PRO cameras read a scene and uniquely differentiate between cars, motorcycles, bicycles, and people.</li> <li>• AI People/Vehicle/Face Detection: These analytics detect people, vehicles, and/or faces and the system sends metadata and the best still video images to the server for further analysis and storage.</li> <li>• AI Scene-Change Detection: AI learns a scene and when anomalies occur</li> </ul>

		<p>within the camera's field of view, an alert can be sent to security and operations teams.</p> <ul style="list-style-type: none"> <li>• AI Sound Classification: AI can detect suspicious sounds such as gunshots, screaming and shouting, vehicle horns, and/or glass breaking.</li> <li>• AI Privacy Guard: AI can apply a mosaic over faces of individuals in real time to protect privacy and identification of the individuals in a scene.</li> <li>• AI Line-cross detection: AI can automatically trigger alarms and notices when a person, animal or object crosses a digitally created perimeter line in a scene.</li> <li>• AI Loitering detection: AI can automatically trigger alarms and notices when a person or group of persons remain in an area beyond a specified amount of time.</li> <li>• AI Directional detection: AI can automatically trigger alarms and notices when direction is changed by moving people or objects.</li> <li>• AI Non-Mask Detection: AI can recognize face masks and detect when a person is not wearing a face mask, triggering alarms and notification.</li> <li>• AI Occupancy Detection: AI can detect crowd congestion and trigger alarms and notifications.</li> </ul>
80	Describe how your proposed product(s) or systems integrates with Computer Aided Dispatch, Records Management, Digital Evidence Management, and/or Situational Awareness Systems.	<p>i-PRO offers an on-premise storage-based Digital Evidence Management System (DEMS), a cloud-based DEMS (CloUDE), or a hybrid approach.</p> <p>i-PRO offers the choice between on-premise or cloud-hosted management for digital evidence. i-PRO's UDE On Premise allows you to manage and store all of your digital evidence data at your facility. You choose the hardware and installation setup that fits your needs. All evidence files are encrypted and hashed, ensuring their security and integrity from capture to court to archiving. With i-PRO's UDE On Premise, you are in control of your data security policies, and you can access the information without logging in to an external cloud-hosted or storage environment. i-PRO gives you the ability to deploy the best digital evidence management system based on your specific needs and budget, and you retain complete ownership of all your evidence and metadata.</p> <p>i-PRO has partnered with Genetec to offer CloUDE, a cloud-based digital evidence management system (DEMS) for law enforcement agencies. CloUDE stores video evidence and data in the cloud on a secure and scalable open platform and is built in cooperation with Genetec on the Clearance platform.</p>
81	Describe how your system allows for secured sharing of videos – file sharing systems.	<p>Within both UDE and CloUDE, cases and evidence can be shared electronically with other stakeholders who need access to information by inviting them to the system. Stakeholders can include groups such as law enforcement, defense attorneys, crown prosecutors, and other agencies. The third party's email address is used to initiate the invitation, the user is then issued credentials to authenticate to the system and access the shared content. The third party's access to information in the system is strictly limited to the cases or files that are shared, with role base permissions that govern whether the user can view, download, or edit the content. The uploaded document from any stakeholder is automatically assigned to the shared case.</p>

82	Detail how your system complies with Criminal Justice Information Systems (CJIS) security requirements.	<p>i-PRO cameras are designed and built with trust, safety, and security in mind. We take cyber security just as seriously as the lives and assets our products are made to protect. Our cameras include robust security features to meet the needs of customers who comply with security frameworks such as CJIS, HIPPA, SOC II, CMMC, RMF, NIST, ISO 27001, GDPR, FISMA and more.</p> <p>Many of our cameras come out of the box with:</p> <ul style="list-style-type: none"> <li>Secure/encrypted protocol support</li> <li>Third-party certificates</li> <li>AES 256 encryption for data at rest</li> <li>Password-protected SD cards</li> <li>802.1x integration</li> <li>Secure boot</li> </ul> <p>i-PRO's on-premise Unified Digital Evidence (UDE) platform is designed for evidence security. i-PRO UDE is IACP Compliant (FIPS 140-2, FIPS 180-4 , CJIS Compliancy) and uses validated evidence files (Hashing, Authentication, Encryption).</p> <p>i-PRO's cloud solution, CloUDE, is deployed within the Genetec Cloud environment using Genetec Clearance. Genetec Clearance is deployed in the Microsoft Azure Government cloud. Azure Government offers the most extensive compliance certifications of any cloud provider on the market and keeps pace with changing regulations. Compliance offerings include HIPAA, CJIS, IRS 1075, FedRAMP High, DFARS, ITAR, FIPS 140-2, DoD, and NIST 800-171. Azure Government meets the applicable regulatory controls of the Criminal Justice Information Services (CJIS) of the US Federal Bureau of Investigation. All data stored within the application region is stored within the United States and is not transmitted outside the of country's geographic boundaries. Microsoft Azure Government has been reviewed by California's state CJIS authority and has been audited to be compliant with CJIS. At least once a year, Microsoft Azure is audited for compliance with ISO/IEC 27001 and ISO/IEC 27018 by an accredited third-party certification body. All US Azure regions are approved for FedRAMP High impact level.</p>
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**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 83. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

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

**Documents**

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - i-PRO\_PricingDocuments.zip - Wednesday October 04, 2023 13:26:43
- Financial Strength and Stability (optional)
- [Marketing Plan/Samples](#) - i-PRO\_Sourcewell\_ContractMarketingPlan2023.pdf - Wednesday October 04, 2023 16:04:03
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - i-PRO\_Product\_Warranties.zip - Wednesday October 04, 2023 14:48:57
- [Standard Transaction Document Samples](#) - i-PRO\_Transactional\_Docs.zip - Wednesday October 04, 2023 14:52:31
- [Upload Additional Document](#) - i-PRO\_Catalogs-Maps.zip - Thursday October 05, 2023 17:26:09
- Requested Exceptions (optional)



## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_11_RFP_101223_Public_Safety_Surveillance</b> Thu October 5 2023 08:32 AM	<input checked="" type="checkbox"/>	3
<b>Addendum_10_RFP_101223_Public_Safety_Surveillance</b> Mon October 2 2023 03:56 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_9_RFP_101223_Public_Safety_Surveillance</b> Tue September 26 2023 03:16 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_8_RFP_101223_Public_Safety_Surveillance</b> Thu September 21 2023 04:09 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_7_RFP_101223_Public_Safety_Surveillance</b> Thu September 21 2023 07:35 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_6_RFP_101223_Public_Safety_Surveillance</b> Wed September 20 2023 12:49 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_RFP_101223_Public_Safety_Surveillance</b> Mon September 18 2023 03:49 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_RFP_101223_Public_Safety_Surveillance</b> Fri September 15 2023 10:52 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_RFP_101223_Public_Safety_Surveillance</b> Tue September 5 2023 03:47 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_RFP_101223_Public_Safety_Surveillance</b> Fri August 25 2023 01:53 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_1_RFP_101223_Public_Safety_Surveillance</b> Fri August 25 2023 11:11 AM	<input checked="" type="checkbox"/>	2