

**MASTER AGREEMENT # 020625****CATEGORY: Public Safety Communications Technology and Hardware Solutions****SUPPLIER: IP Access International, LLC**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and IP Access International, LLC, 31831 Camino Capistrano, Suite 300A, San Juan, CA 92675 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 24, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
 1. **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #020625 to Participating Entities. In Scope solutions include:

Sourcewell is seeking proposals for Public Safety Communications Technology and Hardware Solutions, including communications technology and hardware designed or primarily intended for use by Public Safety agencies, such as:

 - a. In-station Public Safety alerting or paging systems;
 - b. Dispatch/control room consoles and associated integrated communications equipment;
 - c. Wearable or portable communication devices, including biomonitors wearables, alerting or paging systems;
 - d. Connectivity and interoperability devices, hardware, and equipment for the connection of communication systems and endpoints, including:
 - i. Satellite communications equipment;
 - ii. Portable and deployable wireless hubs, routers, and networks;
 - iii. Mesh networks and mesh radios;
 - iv. Land mobile/broadband radios;
 - v. Push to talk over Cellular (PoC) handsets; and,
 - vi. High Power User Equipment (HPUE) for LTE; and,
 - e. Airborne, marine, and underwater communication systems.
 2. Complimentary equipment, accessories, and services directly related to the offering of systems or solutions described in subsections 1. a. – e. above.
- 7) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 8) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

- 9) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 10) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 11) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 12) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 13) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 14) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.
- 15) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all

Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

- ix) **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.
- x) **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.
- xi) **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 Agreement 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.
- xii) **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.
- xiii) **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.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement 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 Agreement or any purchase by an authorized user.
- xv) **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 Agreement or any purchase by a Participating Entity.
- xvi) **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.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.

xviii) **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.

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

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

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions 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 Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.

- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) 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.

- ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
- d) **Termination.** Upon the termination of this Agreement 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.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **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 Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person

authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

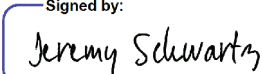
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

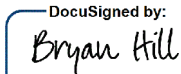
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

IP Access International , LLC

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 8/12/2025 | 12:50 PM CDT _____

DocuSigned by:

815622712B7B44C...
By: _____
Bryan Hill
Title: CEO
Date: 8/12/2025 | 1:44 PM EDT _____

RFP 020625 - Public Safety Communications Technology and Hardware Solutions

Vendor Details

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

Submission Details

Created On: Wednesday January 08, 2025 13:33:33
Submitted On: Thursday February 06, 2025 14:11:45
Submitted By: Bryan Hill
Email: bryan@ipinternational.net
Transaction #: 4f0d54df-567b-4b74-9b4a-71b5faeb87f6
Submitter's IP Address: 147.243.244.182

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	IP Access International, LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	None	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	5MPE0	*
5	Provide your NAICS code applicable to Solutions proposed.	517121 517410 423690 532490 541618	
6	Proposer Physical Address:	31831 Camino Capistrano, Suite 300 A San Juan Capistrano, CA 92675	*
7	Proposer website address (or addresses):	www.ipinternational.net	*
8	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):	Bryan Hill, CEO 31831 Camino Capistrano, Suite 300A San Juan Capistrano, CA 92675 bryan.hill@ipinternational.net 949-655-1027	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Gregg, Executive Director of Sales 31831 Camino Capistrano, Suite 300A San Juan Capistrano, CA 92675 mike.gregg@ipinternational.net 949-655-1040 949-655-1027	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bryan Hill, CEO 31831 Camino Capistrano, Suite 300A San Juan Capistrano, CA 92675 bryan.hill@ipinternational.net	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>For over 26 years, IP Access has been a trusted provider of mission-critical connectivity solutions. Committed to delivering reliable and resilient communications, we have continuously evolved to meet the needs of public safety agencies, government organizations, and enterprise clients operating in the most challenging environments. Over this quarter century and 1,500+ agency relationships we have experienced less than 1% churn, and those few were mainly due to budget reductions.</p> <p>Our expertise spans satellite communications, Radio over Internet Protocol (RoIP), private wireless networks, and Software-Defined Wide Area Networks (SD-WAN), enabling seamless hybrid connectivity solutions where commercial networks fall short. As a leading technology solutions provider, we deliver full end-to-end solutions—including hardware, services, support, and integration—ensuring our customers experience the highest level of operational reliability.</p> <p>With two Sourcewell contracts and a presence in all 50 states and Canada, IP Access is committed to staying with our customers throughout the full integration of their systems. We don't just provide solutions—we ensure their value is fully realized, and their performance meets the highest expectations. We take pride in offering a truly unique service to those who depend on seamless connectivity for their critical missions.</p>	*
12	What are your company's expectations in the event of an award?	In the event of an award, IP Access expects to build on the momentum achieved during the initial contract term while delivering even greater results year over year. We are committed to driving increased sales and adoption through targeted marketing campaigns, strategic outreach, and ongoing education on the value of our solutions for public safety agencies. Our focus will be on enhancing customer engagement by providing seamless implementation, training, and technical support to maximize satisfaction and long-term success. Additionally, we will strengthen our partnerships with Sourcewell and key stakeholders to foster collaboration and expand accessibility for public safety organizations. By continuously innovating and evolving our offerings, we will ensure that agencies have access to the most reliable and secure connectivity solutions available. Through these efforts, we aim to exceed past performance, increase contract utilization, and further solidify our position as a trusted provider of mission-critical communications technology.	*
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>IP Access International, LLC was awarded a Sourcewell contract in 2021. Since then, IP Access has generated \$3.1 million in sales via the Sourcewell contract.</p> <p>In 2022, Sourcewell sales were \$118,000.</p> <p>In 2023, Sourcewell sales were \$1.2 million.</p> <p>In 2024, Sourcewell sales were \$1.8 million.</p> <p>IP Access total sales for the last 3 years was \$32M</p> <p>[Please see attached zip file "Financial Viability and Marketplace Success.zip" with attached document "Sourcewell 2022-2024 P&L.PDF" document for additional financial statement.]</p>	*
14	What is your US market share for the Solutions that you are proposing?	Estimated at 33% in the verticals targeted however our solutions are being adopted by a much larger addressable market due to the changes in technology. This larger TAM will decrease our market share but significantly increase the revenue we will be able to sell through this contract vehicle.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Estimated at 10% however the top public safety agencies are among those served. With the larger TAM we should continue to see revenue expansion in Canada.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	IP Access is best described as a Solutions Integrator, Distribution Partner and Service Provider. The solutions proposed in this RFP require hardware from numerous manufacturers in order to complete the desired solution. For that reason IP Access has entered into a number of Distribution and Reseller agreements with the direct manufacturers. Our integration of these technologies will often require some software development and light manufacturing to complete the desired solution. We continue to provide the ongoing services after the hardware solution is delivered. IP Access delivers these products through a direct sales force which is company owned. In addition we work with Value Added Reseller when needed, which are under contract with IP Access. [Please see attached zip file "Financial Viability and Marketplace Success.zip" with attached "Distribution Agreements.zip" for reseller agreements.]	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	IP Access holds the following licenses/certifications in pursuit of the business contemplated by this RFP; FCC satellite network blanket licensee Peplink Certified Gold Partner Peplink Certified Engineers on staff Peplink Certified Sales Associates CBRS Certified Professional Installers on staff. Intellian Certified Installers and Certified Trainers on staff	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Over the past 25 years, we've been honored with numerous accolades from our customers. However, we have not applied for or won any industry awards to date.	*
21	What percentage of your sales are to the governmental sector in the past three years?	87%.	*
22	What percentage of your sales are to the education sector in the past three years?	3%.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Sourcewell Public Safety Communications Technology and Hardware Solutions - #020624-IAC - \$3,128,817 2022 - \$126,907 2023 - \$1,178,618 2024 - \$1,823,291 California Department of Technology Statewide Contract - #STP-SW-SAT-01 - \$4,980,918 2022 - \$997,652 2023 - \$2,054,066 2024 - \$1,929,200 Florida Statewide Contract, Department of Management Services - #43190000-21-SRCWL-ACS - \$73,772 2023 - \$8,540 2024 - \$65,232 Virginia statewide contract, Virginia IT Agency, Broadband Services - #VA-191201-IPA - \$274,925 2024 - \$274,925 Massachusetts Statewide Contract, Operational Services Division, Network Services, Communications Services & Related Equipment - #ITT72-CAT 2-9 City and County of San Francisco Satellite Communication Services - #1000017551 Sourcewell Private Wireless Services with Related Solutions - #020624-IAC	*
24	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?	IP Access has products/services listed on GSA through some of our distribution partners; GS-35F-0613Y USTRONICS.COM, INC GS-35F-0439S REMOTE SATELLITE SYSTEM INTL.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Central Pierce Fire and Rescue	Brent VanKeulen	254-538-6404	*
Texas Department of Emergency Management	Gary Wilks	512-662-0540	*
San Diego Fire and Rescue	Chuck Macfarland	619-603-6372	*
California Office of Emergency Services	Kim Hansen	916-845-8608	
CalFire	Tom Webb	916-516-2924	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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>IP Access International has built a strong sales force with six direct sales representatives strategically positioned across the United States and Canada. To further expand our reach, we have welcomed a new nationwide sales manager with over a decade of experience in radio and wireless technology, dedicated to growing our sales team. Our representatives ensure comprehensive geographic coverage, with team members based in California and Arizona serving the West, Montana representing the North, and Texas and Florida supporting the South.</p> <p>Beyond our direct sales team, we have developed a robust network of more than 15 agents and authorized resellers, each with their own sales teams. This extended network allows us to provide both nationwide and regional support, ensuring our solutions are readily available to customers across multiple industries.</p> <p>A significant number of our new customers come from referrals—our existing clients recommending our company and solutions to others. We believe this is the best testament to the reliability and impact of our services.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>IP Access International has built a strong network of over 15 authorized resellers and agents, ensuring seamless delivery of our solutions and services to all Sourcewell customers. Our dealer network includes communication integrators, satellite and wireless communication providers, vehicle outfitters, and manufacturers. Each reseller and agent is equipped with a highly trained sales team covering the United States and Canada, providing expert guidance and hands-on support.</p> <p>Regardless of the point of sale, IP Access retains full responsibility for support, ensuring compliance with contract requirements and customer satisfaction. Our Network Operations Center (NOC) provides 24/7/365 support, guaranteeing reliability and performance for every solution deployed.</p>	*
28	Service force.	<p>Customer support service is handled through the IP Access NOC (Network Operations Center), which is a 24x7x365 staffed facility in Las Cruces, New Mexico. Additional remote resources operating in Oregon, California, Arizona, and Florida ensure significant geographical diversity in the event of regional disasters or other disruptive incidents.</p> <p>In addition to the front-line support force, IP Access' management team and systems engineering group actively monitor open requests and intervene/escalate when needed to reduce time to resolution.</p> <p>Physical service delivery (logistics, provisioning, installation) is managed by IP Access' field services team utilizing a combination of in-house resources and thoroughly vetted third party contractors to optimize the speed of service delivery. IP Access account teams and executive management have full visibility of both the support and service delivery process and facilitate additional resources when necessary.</p>	*

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>Order Acceptance & Validation: Orders are received via the Sourcwell Contract from end customers or resellers. The customer's Sourcwell agency number is validated; assistance is provided to customers without an agency number.</p> <p>Product Fulfillment: Products are sourced, tested, integrated, and serialized for auditing and invoicing.</p> <p>Shipping Process: The logistics team determines the best shipping method. For small packages: discounted shipping rates are available through UPS or FedEx. For freight: a centralized broker is used, comparing multiple carrier options for cost and/or delivery expectations.</p> <p>Invoicing: Once the order ships, the accounting team takes over for invoicing, re-confirming pricing level, serial numbers and Sourcwell agency numbers before sending the invoice.</p> <p>Reseller Process: The process for resellers is similar, but IP Access invoices the reseller, not the end customer. The reseller invoices the Sourcwell customer at Sourcwell customer pricing. After sale, IP Access provides the reseller with an after-sale credit to match their discounted purchase rate.</p> <p>Sales Reporting: IP Access' quarterly sales report to Sourcwell is based on the Sourcwell customer pricing level, not the discounted rate offered to the reseller. This workflow ensures smooth operations from order receipt to invoicing and ensures compliance with Sourcwell customer pricing, particularly in the reseller model.</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>All customer support requests are handled through our 24x7x365 NOC through a toll free support line and through our email support ticket system.</p> <p>-Inbound calls are answered within 5 minutes by a live technician -Inbound emails open a support ticket in our case management system within 5 minutes of receipt -Inbound emails are monitored 24x7x365 and are answered by a technician within 1 hour, with additional monitoring by our sales team. -Issues escalated to tier 2 support if a clear path to resolution is not found within 60 minutes -New service provisioning within 48 hours for standard responses, 4 hours for expedited requests -Service upgrade requests accommodated within 4 hours (contingent upon capacity availability and customer equipment capability)</p> <p>All support cases are constantly monitored by the IP Access management team and sales team, both the support queue and ongoing progress of cases within the queue, providing additional support where necessary.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	IP Access will fully service all participating entities with sales, engineering, design, implementation, and ongoing maintenance and services.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	IP Access will fully service all participating Canadian entities with sales, engineering, design, implementation, and ongoing maintenance and services. We have the authorization through all of our distribution agreements to provide all services through Canadian partners.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	None.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, if entity is authorized by Sourcwell as an approved member.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>IP Access International recognizes the importance of effectively marketing our partnership with Sourcwell to communicate its value to current and potential customers. To achieve this, we employ a comprehensive B2B marketing strategy that maximizes awareness, drives engagement, and simplifies procurement for eligible organizations.</p> <p>This strategy is designed to educate organizations about the benefits of cooperative purchasing, engage decision-makers across key industries, and support the sales team in driving conversions. Key components include website optimization, content marketing, social media outreach, email campaigns, event marketing, account-based marketing, search engine optimization, paid media advertising, sales enablement tools, customer testimonials and referrals, analytics and reporting, and industry partnerships.</p> <p>By leveraging these diverse channels and strategies, we combine digital marketing, content creation, event participation, and targeted outreach to maximize the impact of the Sourcwell contract and deliver measurable results.</p> <p>Past and Present Marketing Efforts</p> <p>Website Integration: IP Access developed a dedicated webpage highlighting the Sourcwell Awarded Contract and partnership with a clear call to action, such as "Request More Information" and direct links to Sourcwell Resources.</p> <p>https://www.ipinternational.net/sourcwell-public-safety/</p> <p>Sales Team Engagement: Our sales team plays a critical role in vetting customers to identify their eligibility for Sourcwell. Once a customer is determined to qualify, the sales team proactively introduces Sourcwell as a purchasing option, emphasizing its benefits such as time savings, compliance, and cost efficiency.</p> <p>Social Media and Digital Marketing: Posts on LinkedIn and other social media platforms highlighted the partnership, targeting decision-makers in the public sector. Campaigns featured awarding, simplified procurement messaging, and links to our Sourcwell webpage. These efforts resulted in increased traffic and inquiries about Sourcwell.</p> <p>Targeted Email Campaigns: We launched email campaigns tailored to public safety, emphasizing the time and cost savings of procuring through Sourcwell contracts.</p> <p>Industry Events and Trade Shows: Since winning its first Sourcwell contract in 2021, IP Access has exhibited at over 50 industry events and trade shows, consistently showcasing Sourcwell marketing materials to promote cooperative purchasing benefits. These events have allowed us to engage with key decision-makers and educate them on the value of Sourcwell.</p> <p>Representative events include:</p> <ul style="list-style-type: none"> • Texas Division of Emergency Management Conference (TDEM) (2021, 2022, 2023, 2024) • California Expo (2021, 2022, 2023, 2024) • Georgia Emergency Management Agency/Homeland Security Annual Mobile Communication Vehicle Training Exercise (2022, 2023) • APCO Texas, APCO California (2021) • IWCE (2021, 2022, 2023, 2024) • National Hurricane Conference (2022, 2023, 2024) • ITEM - Inter-Tribal Emergency Management Coalition Summit (2023, 2024) • Michigan Interoperability Conference (2022) • Central States Communications Exercise (2022, 2023, 2024) • Florida Public Safety Drone Operations Conference (2024) <p>Future Marketing Strategies To further promote our partnership with Sourcwell and ensure continued success, IP Access is committed to the following initiatives:</p> <p>Enhanced Sales Training: Provide additional training to our sales team to ensure consistent and effective communication about Sourcwell. This includes equipping them with updated resources and success stories to present to potential customers during the vetting process.</p> <p>Enhanced Digital Campaigns: Launch a digital ad campaign aimed at expanding our reach to Sourcwell-eligible entities. Ads will focus on simplifying procurement and the cost-effectiveness of our solutions.</p> <p>SEO Strategy: IP Access will enhance its SEO strategy by integrating high-value keywords like "Sourcwell Public Safety Contracts" and accounting for common misspellings to improve visibility</p>

across website content, blogs, and metadata. Complemented by targeted Google Ads campaigns and tools like SEMrush, this approach will ensure discoverability and relevance for public safety, energy, and enterprise audiences seeking streamlined procurement solutions through Sourcewell.

Content Expansion:
Develop additional customer-focused resources, including infographics, blog posts, and video content explaining how to leverage Sourcewell contracts effectively.

Additionally, IP Access is committed to maximizing the visibility and utilization of our Sourcewell-awarded contract by leveraging regional and niche platforms that align with the needs of public safety and enterprise organizations.

To provide a detailed overview of our strategy, we have included a full marketing plan document. Representative samples of our marketing materials, including landing pages, blog content, email campaigns, and press releases, are uploaded in the document section of our response for further review.

[Please see attached "Marketing Plan.PDF" document for current and sample post-award sales sheets, landing pages, blogs, email campaigns, and press releases being offered.]

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>At IP Access, we utilize cutting-edge technology and data-driven strategies to optimize our marketing efforts and ensure meaningful engagement with our target audiences. Below are the key ways we leverage technology and digital data to enhance our marketing effectiveness:</p> <p>Strategic Use of Social Media</p> <ul style="list-style-type: none"> • We actively engage with our audience on platforms like LinkedIn to increase brand awareness and strengthen our industry presence. By analyzing social media metrics, we tailor our content to resonate with key demographics, such as public safety agencies and enterprise clients. Additionally, we collaborate closely with our partners by tagging them in posts and sharing content to amplify reach and credibility. <p>Precision Targeting with Metadata</p> <p>Website Insights: By analyzing website metadata, including geographic location, session duration, and click paths, we continuously refine our user journey and content strategy. For instance, identifying high-traffic pages for industries like public safety allows us to create more tailored messaging.</p> <p>Email Campaign Optimization: Metadata from email campaigns informs our segmentation efforts, ensuring recipients receive content that aligns with their specific interests, increasing open and click-through rates.</p> <p>Ad Retargeting: We use metadata to retarget users who engage with our website or social platforms, delivering highly relevant ads that reinforce our value propositions.</p> <p>Data-Driven Content Development</p> <p>SEO Optimization: By leveraging search engine trends and keywords, we ensure our content ranks highly on search engines, increasing visibility for solutions like mobile connectivity network and mission-critical connectivity.</p> <p>SEO Strategy and Keyword Optimization to Enhance Sourcewell Visibility</p> <ul style="list-style-type: none"> • To maximize engagement with Sourcewell-related audiences, our SEO strategy focuses on integrating high-value keywords such as "Sourcewell Public Safety Contracts," "Sourcewell Procurement Solutions," and "Sourcewell Satellite Connectivity" across website content, blogs, FAQs, and metadata. We also account for common misspellings like "Sourcewell" and "Satellite Connectivity" to capture additional traffic. Content will highlight key topics, such as how Sourcewell simplifies procurement for public safety and technology, ensuring relevance and discoverability. • Additionally, paid ad campaigns on platforms like Google Ads will target both correct and misspelled variations to expand reach. Tools like SEMrush and Keyword Planner will refine our approach, identifying high-impact keywords and trends. By aligning content with Sourcewell's mission, we aim to enhance visibility, resonate with public safety and enterprise audiences, and demonstrate our commitment to supporting Sourcewell users. <p>Personalized Experiences: Insights into user behavior allow us to create personalized landing pages and email campaigns tailored to the unique needs of different sectors, such as manufacturing, mining, and public safety.</p> <p>Campaign Performance Monitoring: Real-time tracking of key performance indicators enables us to adapt strategies quickly, ensuring our efforts remain effective and results-oriented.</p> <p>Community Engagement and Thought Leadership</p> <p>Interactive Campaigns: Social media polls, live Q&A sessions, and event promotions foster meaningful engagement with our audience, driving awareness and gathering valuable feedback.</p> <p>Event Visibility: Metadata-driven insights allow us to strategically promote events, such as the Texas Department of Emergency Management Conference and APCO 2024, on platforms where our target audience is most active, ensuring strong attendance and engagement.</p> <p>AI-Driven Insights and Automation</p> <p>Predictive Analytics: Using advanced AI tools, we anticipate customer needs based on past behaviors, enabling proactive and personalized marketing campaigns.</p> <p>Workflow Automation: Automation tools streamline repetitive tasks, such as email nurturing, social media posting, and audience retargeting, ensuring efficiency and consistency across all marketing channels.</p>
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39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>We view Sourcewell as an invaluable partner in raising awareness of our solutions among its members. Sourcewell plays a critical role in promoting agreements by leveraging its trusted position to educate government agencies and organizations about the benefits of working with vetted vendors. Through targeted marketing initiatives and proactive member outreach, Sourcewell simplifies procurement processes, ensures compliance, and fosters strong, mutually beneficial relationships between suppliers and its members.</p> <p>To maximize the impact of a Sourcewell-awarded agreement, we rely on Sourcewell to work directly with our government prospects to help educate them on the government-to-government procurement mechanism. This ensures they fully understand how Sourcewell aligns with their local regulations and procurement policies, making them comfortable and confident in utilizing the contract.</p> <p>To fully integrate a Sourcewell-awarded agreement into our sales process, IP Access follows a systematic and strategic approach designed to maximize the contract's impact and streamline customer adoption. This includes:</p> <ul style="list-style-type: none"> • Sales Team Education: Training our sales team on the details and advantages of the Sourcewell contract, ensuring they can communicate its value effectively to prospective customers. • Early Communication: Incorporating Sourcewell benefits early in conversations with potential customers to simplify decision-making and align with their procurement strategies. • Sales Collateral Integration: Embedding Sourcewell references and benefits into our marketing and sales materials, including brochures, presentations, and digital assets. • Customer Support: Providing tailored guidance to Sourcewell members, ensuring a seamless experience from discovery through post-sale support. • Success Stories: Highlighting real-world examples of how Sourcewell agreements have benefited other customers, building confidence and trust in the process. • Sales Systems Alignment: Incorporating Sourcewell into our CRM and sales tracking systems to ensure consistent utilization and reporting. • Negotiation Support: Leveraging the Sourcewell agreement to create competitive proposals that meet members' unique needs. • Post-Sale Engagement: Maintaining ongoing touchpoints with Sourcewell members to ensure satisfaction, promote contract renewals, and explore additional opportunities. • Measurement and Reporting: Regularly assessing the performance and adoption of Sourcewell agreements, providing feedback to both Sourcewell and internal teams to refine our strategy. 	*
40	Are your Solutions 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 a consultative sales organization, we facilitate purchases through our Sourcewell marketplace. Customers can click 'Receive a Quote' to begin the process, and our team provides hands-on assistance. We do not have an integrated shopping cart.</p> <p>Additionally, once a customer has been onboarded and is entered into our system, future orders can be placed via our BlueView online user portal. This is a digital form based ordering process. Other more traditional means of ordering are also available.</p>	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>IP Access offers multiple levels of product and operator training. With every solution purchased, we provide a no-cost virtual onboarding session or an in-person training at an IP Access office at no additional charge (travel and housing not included). This training offers a comprehensive walkthrough of the purchased product's features, including remote management and control capabilities, specifically for Sourcewell entities.</p> <p>On-site training conducted by IP Access service personnel is available with the purchase of integration services or can be purchased separately. This training is tailored to the operational requirements and prior experience of the purchasing entity. Topics covered include, but are not limited to, operational best practices, cybersecurity considerations, recommended preventative maintenance, and troubleshooting procedures.</p>	*
42	Describe your proposed solutions integration and interoperability capabilities with other communication and technology components.	<p>IP Access solutions are built on IP (Internet Protocol), ensuring seamless interoperability with a wide range of Internet-connected devices. More specifically, our solutions enable interoperability between diverse two-way radio systems—including global backhaul capabilities—computer-aided dispatch (CAD), automatic vehicle location (AVL) systems, telephones, handheld devices, and video sources.</p> <p>Over the past 5-10 years, technology has evolved significantly, creating challenges for agencies that depend on legacy systems they cannot afford to replace. We take pride in bridging this gap, enabling the adoption of modern solutions without requiring a full system overhaul. This approach preserves existing investments while delivering cost savings and performance enhancements.</p>	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	As an integrator and service provider, IP Access prioritizes sustainability by minimizing packaging waste and optimizing shipments. We consolidate freight using efficient palletization and LTL shipping rather than relying on multiple parcel deliveries. Additionally, when new installations require the removal of legacy equipment, we ensure responsible disposal through authorized recycling partners.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	As an integrator and service provider, IP Access has not been issued any third-party eco-labels or certifications.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>IP Access International is one of the few companies capable of managing complex, multi-layered connectivity solutions from end to end. We designed SuperGIG™ to eliminate the burden of integration, delivering a fully managed, bundled service that guarantees reliability, security, and performance—all with a single provider overseeing every connection, every network, and every critical communication path.</p> <p>Built specifically to simplify and enhance connectivity for Sourcewell participating entities, SuperGIG™ integrates best-in-class products into a cohesive ecosystem, ensuring seamless interoperability across multi-vendor, multi-network environments. Our approach eliminates the need to juggle multiple contracts, vendors, and technologies—offering one comprehensive solution with a single point of accountability for procurement, deployment, and support.</p> <p>At its core, SuperGIG™ leverages advanced software-defined wide area network (SD-WAN) technology, delivering a single static public IP address over an Ethernet port that dynamically optimizes all available wireless connections. As conditions change, our intelligent system automatically adjusts to ensure uninterrupted connectivity—no customer intervention required. This means first responders, government agencies, and critical operations can focus on their mission instead of managing network complexities.</p> <p>Beyond connectivity, our solutions are designed for real-world applications. We offer:</p> <ul style="list-style-type: none"> • Highly portable, case-based solutions for teams operating in the field. • Fully integrated, fixed-site and vehicle-based systems for command centers and mobile units. • Turnkey installation and integration services, ensuring proper deployment of antennas, mounting solutions, and power management systems. <p>For organizations requiring multiple service subscriptions, our pooled data plans provide flexibility—allowing resources to be shared across fixed and mobile operations, with unused data rolling over as long as the subscription remains active. This ensures long-term value and cost efficiency.</p> <p>Finally, our 24/7/365 support sets us apart. Unlike providers that leave customers to troubleshoot across multiple vendors, we are the single point of contact for all connectivity needs. Whether an issue arises in a patrol car, mobile command center, or 911 dispatch facility, our team has full visibility across the entire ecosystem to ensure swift resolution.</p>	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
46	Select 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 and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	Small Business Enterprise (SBE)	*
47		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
48		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
49		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
50		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	IP Access is proud to have multiple service Veterans on staff.	*
51		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
52		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	We meet the NAICS small business standard for our industry.	*
53		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
54		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Typical payment terms are Net 30 or in some cases Net60 is allowed. In addition P-Cards, wires and prepayments are welcome.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	We work through NCL Government Capital (a current Sourcewell contract holder) to offer leasing option on our solutions.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	[Please see the attached "Service Support Agreement.pdf" document in the Standard Transaction Document Samples.]	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we accept P-card procurement. There is no additional cost to Sourcewell participating entities.	*

59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	IP Access International follows a Product-Category Discount pricing model, where discounts are applied based on specific product categories. In addition to these category-based discounts, additional volume discounts may apply beyond the listed rates, offering further savings based on purchase quantities. [Please see Page 1 for "Categories and Discount Levels" in the attached "Pricing.PDF" document for pricing materials.]	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing discount represented is a percentage discount off of MSRP.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Orders of \$500,000 or more receive an additional 2% discount in addition to the Category Discount. Orders of \$1,000,000 or more receive an additional 3% discount in addition to the Category Discount.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced goods (non-contracted items) that accompany contract items will be provided at cost plus 15%.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Additional costs are identified in the Professional Services section of our pricing attached. These items are separate from the products sold and are not required but optional if needed.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Due to our shipping volume, we are able to provide discounted shipping rates with UPS and FedEx. For freight shipments, we use a online booking tool that allows us to compare rates with a variety of carriers. We work with the customer to choose the best option based on cost and delivery expectations. Terms are FOB-Destination cost +15% Customer however are always allowed to use their own shipping account at no cost.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For small packages we use UPS, and FedEx for shipments to Alaska, Hawaii and Canada. For freight shipments to Alaska, we can use ground or air freight. For Hawaii, we can use ocean or air freight. For Canada we can use ground or air freight, and will assist in customs brokerage. For offshore shipments, we will handle on a case by case basis, but can do any method of freight and will assist in customs brokerage. Terms are FOB-destination cost +15%. Any importation fees or duties for international shipments will be paid by the receiver.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	IP Access hold product inventory in warehouse locations on both the east and west coast. Our warehouses are in Southern California and Central Florida. This can not only save money but also time and logistic efficiency	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Our products have a designated and unique Sourcewell ID. This ensures that the Sourcewell pricing level is applied to products ordered by authorized Sourcewell agencies. We also catalogue our product price book on a weekly basis to ensure accurate pricing. Monthly we reconcile all Sourcewell sales by product and by agency to validate that the designated discounts have been applied. This process insures that our quarterly report due to Sourcewell is timely and accurate.	*
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	IP Access will employs our CRM and accounting software for metrics. Our CRM focuses on marketing and sales prospecting activities. From a marketing standpoint, we measure our reach, penetration and response from our efforts on social media, as well as our attendance at tradeshow, conferences, and field exercises. On the sales front, we monitor our pipeline for Sourewell deals so we can measure our conversion rates and have the ability to forecast necessary inventory for efficient fulfillment of orders. Our accounting software is used to track month over month, quarter over quarter and annual revenue growth.	*

69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	IP Access proposes an administration fee of 2% payable to Sourcewell based on the total invoiced amount to participating entities.	*
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Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing offered to Sourcewell participants has been discounted a minimum of 10% below what is offered to our direct customer price book.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *	
71	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>IP Access offers a full suite of communications technology hardware and services as part of this proposal. The communications path begins with Internet/Private Network/backhaul connectivity utilizing both geostationary (GEO) and low-earth orbit (LEO) satellite connectivity as well as cellular (LTE/5G) and private wireless networks. Interoperability features include radio cross-banding and radio-over-IP (RoIP) to connect disparate and geographically distant LMR radio systems with smart phones and tablets, dispatch stations, and push-to-talk (PTT) over cellular/IP devices. The reach of the provided solutions is extended further down-range with mesh and tactical mesh wireless networking, ranging from mesh WiFi to fully self-healing tactical mesh with dozens of "breadcrumb" radio hops. High-Power User Equipment (HPUE) for LTE networks allows access to LTE networks (e.g. FirstNet) at extended range. Vehicle, asset, and personnel tracking devices include telematics and biometrics for monitoring and protecting both equipment and human assets. The solution is tied together with a variety of portable, mobile, and deployable wireless multiple-path (SD-WAN) products providing bonding/blending aggregation of all available connectivity (multiple satellite orbits, LTE/5G cellular, private wireless, and wireline services) for maximum throughput and virtually unbreakable reliability.</p> <p>Practical applications of these technologies are almost limitless. Backup communications for mission-critical services like 911 call centers utilize satellite and cellular connectivity with SD-WAN bonding to allow calls to be answered even in times of connectivity disruptions (see attached case study on South Sound 911). Connectivity on the move presents its own challenges with both land mobile radio (LMR) and cellular coverage varying by location and available carriers, and satellite connectivity relying on line-of-sight to establish a connection. The only solution to maintain seamless connectivity is to utilize any and all available communication paths to maximize connectivity (see attached case study on Central Pierce Fire & Rescue). Some locations are so remote that virtually no communications infrastructure exists -- these situations demand the most reliable satellite connectivity available to keep first responders in touch (see attached case study on Gunnison Valley Health's EMS deployment).</p> <p>[Please see "Case Studies.zip" in additional document uploads for referenced case studies.]</p>	*
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	SDWAN devices (and related service), LEO and GEO satellite antennas (and related service), Radio over IP devices, HPUE antennas, Interoperability gateways, PTT over wifi and LTE, Private Wireless (CBRS)	*

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offerings	Offered *	Comments	
73	In-station Public Safety alerting or paging systems;		<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
74	Dispatch/control room consoles and associated integrated communications equipment;		<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
75	Wearable or portable communication devices, including biomonitors wearables, alerting or paging systems		<input checked="" type="radio"/> Yes <input type="radio"/> No	Cell and WiFi lapel device for alerting, tracking and data connectivity	*
76	Connectivity and interoperability devices, hardware, and equipment for the connection of communication systems and endpoints, including:		<input checked="" type="radio"/> Yes <input type="radio"/> No	See below	*
77		Satellite communications equipment;	<input checked="" type="radio"/> Yes <input type="radio"/> No	LEO and GEO Satellite Constellation	*
78		Portable and deployable wireless hubs, routers, and networks	<input checked="" type="radio"/> Yes <input type="radio"/> No	All SD-WAN Options and Networks	*
79		Mesh networks and mesh radios	<input checked="" type="radio"/> Yes <input type="radio"/> No	Hypha and Sylvus	*
80		Land mobile/broadband radios	<input checked="" type="radio"/> Yes <input type="radio"/> No	Kenwood, Motorola and others	*
81		Push to Talk over Cellular (PoC) handsets	<input checked="" type="radio"/> Yes <input type="radio"/> No	Siyata, Tait and others	*
82		High Power User Equipment (HPUE) for LTE	<input checked="" type="radio"/> Yes <input type="radio"/> No	Nextivity Band14	*
83	Airborne, marine, and underwater communication systems		<input checked="" type="radio"/> Yes <input type="radio"/> No	Airborne and Marine	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 84. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement 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 Master Agreement.

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](#) - Pricing.pdf - Thursday February 06, 2025 12:54:14
- [Financial Strength and Stability](#) - Financial Viability and Marketplace Success.zip - Thursday February 06, 2025 13:58:39
- [Marketing Plan/Samples](#) - Marketing Plan.pdf - Thursday February 06, 2025 12:04:02
- [WMBE/MBE/SBE or Related Certificates](#) - SBE Registration.pdf - Thursday February 06, 2025 13:33:06
- [Standard Transaction Document Samples](#) - Service Support Agreement.pdf - Thursday February 06, 2025 12:44:31
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Case Studies.zip - Thursday February 06, 2025 14:05:02

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. 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, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_12_Public_Safety_Communications_Eqpt_RFP_020625 Wed January 29 2025 03:10 PM	<input checked="" type="checkbox"/>	4
Addendum_12_Public_Safety_Communications_Eqpt_RFP_020625 Wed January 29 2025 03:09 PM	<input checked="" type="checkbox"/>	4
Addendum_11_Public_Safety_Communications_Eqpt_RFP_020625 Tue January 28 2025 01:37 PM	<input checked="" type="checkbox"/>	1
Addendum_10_Public_Safety_Communications_Eqpt_RFP_020625 Mon January 27 2025 04:19 PM	<input checked="" type="checkbox"/>	1
Addendum_9_Public_Safety_Communications_Eqpt_RFP_020625 Mon January 27 2025 10:15 AM	<input checked="" type="checkbox"/>	1
Addendum_8_Public_Safety_Communications_Eqpt_RFP_020625 Tue January 21 2025 09:01 AM	<input checked="" type="checkbox"/>	1
Addendum_7_Public_Safety_Communications_Eqpt_RFP_020625 Thu January 16 2025 03:36 PM	<input checked="" type="checkbox"/>	1
Addendum_6_Public_Safety_Communications_Eqpt_RFP_020625 Wed January 8 2025 11:08 AM	<input checked="" type="checkbox"/>	1
Addendum_5_Public_Safety_Communications_Eqpt_RFP_020625 Fri January 3 2025 03:19 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Public_Safety_Communications_Eqpt_RFP_020625 Mon December 30 2024 04:32 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Public_Safety_Communications_Eqpt_RFP_020625 Fri December 27 2024 09:56 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Public_Safety_Communications_Eqpt_RFP_020625 Tue December 24 2024 01:46 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Public_Safety_Communications_Eqpt_RFP_020625 Wed December 18 2024 08:04 AM	<input checked="" type="checkbox"/>	1