



Solicitation Number: RFP #121923

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and A3 Communications, Inc., 1038 Kinley Road, Irmo, SC 29063 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Technology Products and Services with Related Solutions from which Supplier was awarded a contract in Category 2.

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

1. TERM OF CONTRACT

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

EXPIRATION DATE AND EXTENSION. This Contract expires February 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not

added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

A3 Communications, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/28/2024 | 10:55 AM CST

DocuSigned by:
Michael Taylor
E028C9B4F68B4A5...
By: _____
Michael Taylor
Title: General Manager
Date: 2/28/2024 | 10:49 AM CST

RFP 121923 - Technology Products and Services with Related Solutions

Vendor Details

Company Name: A3 Communications, Inc.
Address: 1038 Kinley Road
Irmo, South Carolina 29063
Contact: Patty Lindler
Email: plindler@a3communications.com
Phone: 803-744-5000 5080
Fax: 803-731-6046
HST#: 57-1058226

Submission Details

Created On: Monday November 13, 2023 07:46:40
Submitted On: Tuesday December 19, 2023 15:14:34
Submitted By: Patty Lindler
Email: plindler@a3communications.com
Transaction #: 920c399b-d864-4fe8-9fa2-6a2d83637035
Submitter's IP Address: 204.13.61.86

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	A3 Communications, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	A3 Communications, Inc. dba Blue Violet Networks A3 Communications, Inc. dba 3Sixty Integrated A3 Communications, Inc. dba Electronic Systems Group A3 Communications, Inc. dba Advantech
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE code: 01DM7 UEI:D814K85LFRU5
5	Proposer Physical Address:	1038 Kinley Road Irmo, SC 29063
6	Proposer website address (or addresses):	https://www.a3communications.com/
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Name: Scott Grainger, RCDD Title: General Manager Address: 1038 Kinley Road - Irmo, SC 29063 Email address: sgrainger@a3communications.com Phone: 803-744-5000 x5028
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: Scott Grainger, RCDD Title: General Manager Address: 1038 Kinley Road - Irmo, SC 29063 Email address: sgrainger@a3communications.com Phone: 803-744-5000 x5028
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Darren Nix Title: Vice President of Sales Address: 1038 Kinley Road - Irmo, SC 29063 Email address: dnix@a3communications.com Phone: 803-744-5000

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>F. Joseph Thomas laid the groundwork for A3 Communications in the aftermath of Hurricane Hugo by being an early adopter of IP-based technology. Now led by Scott Grainger, his progressive strategy transformed A3 with the addition of new technologies and strategic partnerships to be the nationally recognized security and technology provider it is today.</p> <p>From our divisional headquarters in Columbia, SC, to branches across the US, A3 secures and connects communities through comprehensive networking, security and technology solutions. In 2019, A3 joined forces with The Cook & Boardman Group, LLC, the nation's largest distributor of commercial doors and hardware, to offer total opening solutions. This strategic partnership allows A3 to serve a broader range of clients while also developing a team who are changing the landscape of the systems integration industry.</p> <p>We believe innovation and success start with our people. Seven tenants (Service Passion Innovation Community Excellence Integrity Team) lay the groundwork for our organization. Our team uses these each day to set A3 apart from others in our industry and propel us forward. They convey that not only are we passionate servant leaders but also passionate innovators dedicated to creating raving fans wherever we go. They are what people have come to know when we say: We are A3. These tenets reflect how our team, focus and organization have changed over nearly 40 years. They reflect our commitment to leadership, our customers and the communities we serve. These build a firm foundation for our employees to grow and empower them within our organization.</p> <p>We are servant leaders.</p> <p>We are community-focused.</p> <p>We create raving fans.</p> <p>We are excellence driven.</p> <p>We deliver innovative solutions</p> <p>We keep you safe and connected.</p> <p>At A3 Communications, we understand security and technology are not one size fits all. That's why we focus heavily on the experience of every client to provide a custom solution based on their wants, needs and budgetary limits. This allows clients to be in complete control of their systems while having peace of mind that their needs are being met. From project planning and design to installation and maintenance, our team members are here to help you accomplish your goals and stay on the cusp of innovation with leading technologies.</p>
11	What are your company's expectations in the event of an award?	Once notified of an award, we would expect to have an in person meeting with the contract administrators to review in greater detail. This meeting would provide a little deeper knowledge, training, reporting requirements, and expectations of the contract administrators.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Relevant documentation is uploaded as part of this request. Please note: as a privately-held company, we do not release financial statements as a matter of policy. A financial review may be conducted upon the execution of an NDA.
13	What is your US market share for the solutions that you are proposing?	A3 Communications is listed as one of the top sellers for many of our vendor partners. In several cases, we are their number one reseller. Many of the solutions we provide are listed in the top 5 in US market share. We have a comprehensive product portfolio of solutions with strong representation in the US.
14	What is your Canadian market share for the solutions that you are proposing?	N/A. We do not conduct business in Canada.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>A3 Communications is a reseller. We are authorized by industry-leading manufacturers to sell their products and represent their brands. We are the top reseller for many of the manufacturers we are partnered with.</p>	*
17	<p>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.</p>	<p>A3 Communications holds the necessary licenses to conduct business in our service area. These licenses range from electrical, burglar alarm, mechanical, low voltage and CCTV/access control. We employ multiple registered communications distribution designers (RCDD) and BICSI technicians. If we are awarded work in a state where we do not have the necessary license, our corporate team investigates the need and determines if we can use reciprocity. If not, we obtain the required license. Our manufacturer partners require us to maintain a specified number of technicians by specialization. Our technicians and engineers participate in the mandated training to keep our partner level current and in good standing. If we partner with a new manufacturer, our technicians attend any necessary training as part of an onboarding process to receive certifications.</p> <p>Our subcontractors must possess the required state and local licensing to conduct work in the service region. Our subcontractors are strictly vetted and are required to meet specific safety and insurance requirements.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>N/A. A3 Communications has never been suspended or debarred.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	A3 Communications has offered award-winning services for over 30 years. Notable awards and recognition include: - Campus Safety Best Award Project Management - Best Overall Project (Given by Campus Safety Magazine for work at Clemson University) -8th in the Top Systems Integrators Report (Given by SDM Magazine) - 57th on SDM 100 Report (Given by SDM Magazine) - 2020 Marketing Excellence in the USA (Given by Genetec) - 17th Fastest Growing Large South Carolina Business: Roaring Twenties (Given by SC Boz News Magazine) - 11th in the Top Systems Integrators Report (Given by SDM Magazine) - Top Producing Partner in the Southeast Region (Given by Open Options) - Unified System Sales Achievement for North America (Given by Genetec) - Top Sales in Education (Given by Panasonic Security) - Education Market Partner of the Year (Given by Axis Communications) - South Carolina Excellence in Business Award (Given by The Capital Corporation) - 49th in the 2018 Best Places to Work in South Carolina (Given by SC Biz News Magazine) - 3,605th Fastest Growing Private Company in the Nation (Given by Inc. Magazine) - 342nd in CRN's 2018 Solution Provider 500 (SP500) (Given by the Channel Company) - 34th Fastest Growing Systems Integrator in America (Given by Security Business Magazine)
20	What percentage of your sales are to the governmental sector in the past three years	75%
21	What percentage of your sales are to the education sector in the past three years	55%
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We have listed the top 3, but we have others too. NASPO Security & Fire 2023 (minus Q4): \$8,543,896.59 2022: \$11,204,793.40 2021: \$11,475,582.61 2020: \$10,682,822.62 Georgia Security 2023 (minus Q4): \$808,287.04 2022: \$1,601,756.01 2021: \$12,903.65 South Carolina Audio/Visual 2023 (minus Q4): \$4,597,935.56 2022: \$16,712,082.49 2021: \$198,775.83 2020: \$17,504.69
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We have listed one here but we have arrangements with other providers. Extreme Networks 2023 (minus Q4): \$756,577.71 2022: \$382,663.04 2021: \$432,589.16

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
School District of Newberry County	Ms. Tina Leitzey	803) 321-2600 x 5393
City of Jacksonville	Mr. Ruben Ola	(904) 255-8800
Atlanta Public Schools	Mr. Keon Blackwell	(404) 802-2480

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
North Carolina Department of Transportation	Government	North Carolina - NC	Physical security solutions for all statewide buildings and facilities. Includes access control, video surveillance, intercoms systems, doors, frames, and hardware.	Range from a few hundred dollars to 100+ thousand dollars	\$5.8M
Clemson University	Education	South Carolina - SC	Campus-wide physical security solutions, including access control, video surveillance, doors, frames and hardware.	Range from a few hundred dollars to 100+ thousand dollars	\$9.6M
NC State University	Education	North Carolina - NC	Campus-wide physical security solutions, including access control, video surveillance, doors, frames and hardware.	Range from a few hundred dollars to 100+ thousand dollars	\$3M
Florence County School District	Education	South Carolina - SC	District-wide networking, IT, structured cabling, A/V, wireless access points, physical security solutions, access control, and video surveillance, doors, frames, and hardware.	Range from a few hundred dollars to 100+ thousand dollars	\$2.3M
Rockingham County School District	Education	North Carolina - NC	District-wide networking, IT, structured cabling, A/V, wireless access points, physical security solutions, access control, and video surveillance, doors, frames, and hardware.	Range from a few hundred dollars to 100+ thousand dollars	\$3.2M

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
26	Sales force.	A3 has offices in SC, NC, GA, FL, TN, MS and ME. Through our sister companies, who operate as a division of A3, we have offices in DE, TX, PA and CA. We employ nearly 275 employees, company-wide. Our sales team covers all states and territories beyond those states. All employees are direct employees.
27	Dealer network or other distribution methods.	Our dealer network is vast, comprising over 50 main manufacturers. Our primary distribution partners are nationwide, allowing for additional product availability that may not be available at local facilities.
28	Service force.	Our service department provides outstanding post-implementation service, preventative maintenance, managed services, health monitoring and preemptive solutions. To ensure all A3 Communications' customers receive fair and efficient resolution to their concerns and complaints, our Operations team works with Sales and Customer Service to continually improve and develop our complaint escalation and response procedures. Although our team strives to exceed customer expectations throughout every project phase, we understand clients may occasionally need to address an issue with their system. Per our company policy, all concerns are immediately prioritized with the individual organization's account manager and assigned project team. This involves the client's assigned account representatives, along with General Manager Scott Grainger, Director of Operations Michael Taylor and all service resources.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders are placed by A3 Communications directly to our suppliers and distributors.

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.

A3 Communications is designed to deliver a superior customer experience at every project stage. Our sales staff is supported by a large team of dedicated sales engineers that are all subject matter experts in their fields; our operations team comprises highly qualified project managers, technicians and field engineers; our service department provides outstanding post-implementation service, preventative maintenance, managed services, health monitoring and preemptive solutions. Every A3 employee is guided by our core values which are all rooted in our mission to provide the best customer experience possible and exceed expectations at all times.

With our core values in mind, our key service differentiators include:

1. Purchasing Contract Expertise – A3 participates in more than 30 procurement vehicles that any state entity (or their political subdivisions) can leverage to purchase competitively priced solutions efficiently. This experience expedites the sales cycle and simplifies the procurement process, resulting in repeat sales and satisfied customers.
2. Availability and Response – With 24/7 system support, A3 Communications' customer-centric Help Desk serves our clients on their unique schedule without delay. Since constant system availability is critical to the safety and connectivity of our customers, our manufacturer-certified team works around the clock to ensure assistance is provided on your terms.
3. Simplified Communication – Your assigned account manager acts as a single-point-of-contact throughout your relationship with A3. As your advocate and solution expert, he or she will remain available to answer questions, provide support and ensure all departments work together to better understand your needs.
4. Manufacturer Relationships – Leveraging our manufacturer partnerships, we've secured project-based discounts from all of our included manufacturers to deliver value beyond our standard pricing. Our manufacturer certifications, training and historical purchasing volume allow us to extend our system expertise and solution savings to contract participants.
5. Local Resources – Staffed with highly trained and certified technicians, engineers and project managers, our project team can provide on-site, expedited service at a moment's notice.
6. Holistic Approach – A3 Communications has a high level of competency in all skills and disciplines required to design, deploy and maintain a fully functional physical security system. This spectrum ranges from advanced IT capabilities to expertise in doors and door hardware. Our breadth of in-house expertise distinguishes A3 in the marketplace and provides maximum value to our customers.

To ensure all A3 Communications' customers receive fair and efficient resolution to their concerns and complaints, our Operations team works with Sales and Customer Service to continually improve and develop our complaint escalation and response procedures. Although our team strives to exceed customer expectations throughout every project phase, we understand clients may occasionally need to address an issue with their system. Per our company policy, all concerns are immediately prioritized with the individual organization's account manager and assigned project team. This involves the client's assigned account representatives, along with General Manager Scott Grainger, Director of Operations Michael Taylor and all service resources.

To simplify the reporting process, customers can either directly contact their assigned account manager or report incidents to our Central Help Desk. We manage all service calls and complaints through ConnectWise, our Professional Services Automation software service board that lists service and project tickets in real time by customer. With immediate companywide visibility, this board is monitored by our trained 24/7 Help Desk team and dispatch staff. For convenience, customers can email tickets to help@a3communications.com, or call our toll-free service line at (888) 809-1473.

A3 Communications' detailed escalation procedure for customer concerns is below:

1. Support Request is received – phone call to help desk or email to help@a3communications.com or A3 customer portal (<https://connect.a3communications.com/support>);
2. Trouble Ticket is created;
3. Issue is identified and documented in ConnectWise (CW) ticketing system;
4. Issue is qualified to determine if it can be resolved through Tier One Support;

If issue can be resolved through Tier One Support:

1. Level One Resolution – issue is worked to successful resolution;
2. Quality Control – issue is verified as resolved to Client's satisfaction;

3. Trouble Ticket is closed, after complete problem resolution details have been updated in CW system;

If issue cannot be resolved through Tier 1 Support:

1. Issue is escalated to Tier Two Support;
2. Issue is qualified to determine if it can be resolved by Tier Two Support;

If issue can be resolved through Tier Two Support:

1. Level Two Resolution – issue is worked to successful resolution;
2. Quality Control – issue is verified to be resolved to Client's satisfaction;
3. Trouble Ticket is closed, after complete problem resolution details have been updated in CW system;

If issue cannot be resolved through Tier Two Support:

1. Issue is escalated to On-site Support;
2. Issue is qualified to determine if it can be resolved through On-site Support;

If issue can be resolved through On-site Support:

1. On-site Resolution – issue is worked to successful resolution;
2. Quality Control – issue is verified to be resolved to Client's satisfaction;
3. Trouble Ticket is closed, after complete problem resolution details have been updated in CW system;

If issue cannot be resolved through On-site Support:

1. General Manager – request is updated with complete details of all activity performed;
2. General Manager allocates additional on-site resources, including himself;
3. On-site Resolution – issue is worked to successful resolution;
4. Trouble Ticket is closed, after complete problem resolution details have been updated in CW system.

Continual Ticket Pattern:

In the rare instance we see a continual pattern of escalated ticket requests for service, our Service Manager will request a meeting with the Authorized User. In this meeting, we look to uncover what patterns continue to surface and why, whether component failures or service issues, so we can create an executable plan to reduce the pattern to normal service levels. A3 will then document this plan and request the Authorized User signs off to ensure we are partnering on the solution.

Customer Satisfaction Tracking:

A3 Communications encourages our customers and end users to complete a satisfaction survey we automatically e-mail to the service requestor at the completion of every service request. In the rare case that a customer or end user submits a complaint or negative evaluation, A3's Executive Team is directly notified. After a thorough review by the Executive Team and Service Manager, the customer is contacted directly to ensure the problem is resolved immediately to their satisfaction.

Once the client is 100% satisfied, an internal debrief is conducted with all parties involved. We understand that mistakes can be made, but with this process, A3 Communications learns from each lesson and can consistently improve our level of customer service.

At A3 Communications, we also use customer satisfaction surveys to measure the gap between our customer's expectations and his or her perception of whether those have been met. In addition, we gauge customer satisfaction and projected retention through varying mediums, including surveys, follow-up phone calls and close-out project meetings. The six metrics we use are:

Metrics and TY Goal (%):

- 1) Customer Expectations vs. Perception 90%
- 2) Likelihood to Recommend to Colleagues/Associates 90%
- 3) Customer Experience vs. Ideal Experience 90%
- 4) Overall Satisfaction 90%
- 5) Affective and Cognitive Satisfaction 90%
- 6) Repeat Purchase Intention 90%

These metrics and typical survey questions are detailed below:

1. Customer Expectations vs. Perception

Customer Question: Does our service live up to your expectations?

Notes: Respondents are asked to agree or disagree with each coordinating

		<p>statement using a five-point scale, where a one indicates “strongly disagree” and a five indicates “strongly agree.”</p> <p>2. Likelihood to Recommend to Colleagues/Associates</p> <p>Customer Question: How likely are you to recommend our company’s service to a colleague/associate? Notes: This question represents how happy our customers are. Research and theory confirms that if our customers are willing to recommend A3 Communications to their peers, they also trust us and are satisfied with our service.</p> <p>3. Customer Experience vs. Ideal Experience</p> <p>Customer Question: How does our service compare to your ‘ideal’ service? Notes: This question helps us understand whether our service meets the needs and wants of our customers.</p> <p>4. Overall Satisfaction</p> <p>Customer Question: Overall, how satisfied are you with A3 Communications? Notes: This question reflects the customers ‘overall’ satisfaction with our service. This is an open-ended question that touches on quality, reliability and customer fulfillment.</p> <p>5. Affective and Cognitive Satisfaction</p> <p>Customer Question: How important are our SLAs (service level agreements) in your decision to select A3 Communications? Notes: Affect is best measured in context of our service benefits (for example: SLAs, response times, etc.). Customer satisfaction is influenced by perceived quality of these benefits. Cognition refers to judgment – was the product useful? Did it fit the situation? Judgments are often specific to the intended use of the service.</p> <p>6. Repeat Purchase Intention</p> <p>Customer Question: Do you intend to renew your contract when it ends? Notes: Customer satisfaction influences customers on whether they will renew their contracts or purchase more products from A3 Communications.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>With three decades of experience providing and installing surveillance and security products throughout our service region, we’ve leveraged more than 30 contract vehicles to collaborate with authorized users in the procurement process. Our rich background in convenience purchasing contracts hones our ability to seamlessly define end-user needs, design a custom solution to meet those needs and provide support after the project is complete.</p> <p>In this continuously evolving industry, we help our clients thrive by focusing on customer partnerships and solution adaptability. From our beginnings, we’ve grown by not only adopting new technology but by researching advancements and thoroughly listening to clients. We also attend technology conferences throughout the year to understand upcoming trends and how they can meet the needs of our customers. To help them overcome the diverse challenges they face in systems integration, our engineers design custom solutions for specific, individual goals based on on-site meetings, in-depth needs assessments and face-to-face interviews. We don’t apply a one-size-fits-all system because every authorized user is different. Based on this philosophy, we maintain a broad line of products to create one-of-a-kind systems for each of our clients.</p> <p>A3 Communications promotes this collaborative environment not only with our internal resources but our clients by prioritizing simple communication through our Help Desk and assigned account managers, rapid response to customer inquiries, real-time project updates through our ConnectWise ticketing system, continuous project reports and convenient purchasing practices.</p> <p>Through Sourcewell, we will be able to reach more of our current customers who wish to utilize such purchasing vehicle to secure their facilities and enhance connectivity. Our customers have expressed interest in doing business with us via Sourcewell and we are grateful for the opportunity to continue to serve them through this contract.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	N/A. We do not conduct business in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	A3 Communications will restrict our services to the US only.

34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	A3 Communications will serve all eligible participating entities.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Depending on the Task Orders requested by the participating entity, limitations may exist for us to serve Hawaii, Alaska, or other entities outside the continental US.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our robust staff of marketing professionals ensure A3 Communications can continue building relationships and generating demand for contract solutions, while maintaining our growing business operation. Our full-time Marketing Department collaborates with account managers (inside and outside sales representatives) to create and implement creative marketing materials and strategies, including market-specific collateral and digital marketing campaigns.</p> <p>Our Sales and Marketing teams attend tradeshows and conferences nationwide to reach prospects and inform them of contract opportunities. We will continue to attend such shows and introduce Sourcwell as an option for their purchasing process.</p> <p>Through experience on more than 30 similar purchasing contracts, we realize the importance of creating an integrated marketing plan that ensures consistency in our messaging and identity. Our tone, creative and key marketing messages must remain uniform across our marketing mix. In addition, our brand identity, value proposition and materials will be re-reviewed to ensure consistency once messaging is refreshed. The following marketing plan will include corporate communications, public relations, case studies, social media, website and customer testimonials.</p> <p>With an understanding that visibility in this industry is critical, A3 will continue to maximize our reputation as a solution provider that overcomes our customers' operational challenges and costs associated with older or lacking technology. This consistent message will help us better penetrate the market and continue to shape our identity, reinforced by customer success stories and encouraging referrals. To complement this strategy, our company leaders will also participate in industry events, user groups, round tables, advisory boards and other events that draw critical mass. Earning distinctions from respected suppliers and organizations will also help maintain and augment our positive reputation.</p> <p>Finally, we will focus on integration with new marketing channels (like social media) to enhance our exposure and exhibit consistent branding and messaging. Leveraging any and all marketing materials provided by vendors, we will use provided application images, content, promotions and sales tools.</p> <p>Efforts to Increase Contract Sales: -E-mail Campaigns -Social Media Campaigns -Tradeshow Marketing -Varying events deemed fit for this contract promotion</p> <p>In addition, we will post contract details on our website for ease of access. https://www.a3communications.com/contract-vehicles/</p> <p>Linkedin: https://www.linkedin.com/company/a3-communications/</p> <p>A couple of samples are uploaded in the appropriate section. These samples are sent in email campaigns to customers and are also submitted in proposals when we respond to RFPs.</p>	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We will post contract details on our website for ease of access. https://www.a3communications.com/contract-vehicles/</p> <p>In addition, we reach prospects and customers through LinkedIn: we will post contract details on our website for ease of access. https://www.a3communications.com/contract-vehicles/</p>	*

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	A3 Communications will not require additional resources from Sourcewell to promote the contract. As mentioned in Line items 36 and 37, we will introduce the contract at tradeshows and conferences, and conduct email campaigns, focusing on customers who expressed interest in using Sourcewell to purchase from us. We use a contract vehicle as much as we can to offer the best possible price to customers and to ease their purchasing process.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes. E-commerce plays a huge role for business transactions. We can offer custom e-stores to our customers. Custom e-stores provide curated product lists, multi-level accounts and permissions, ability to easily integrate with customer's procurement system and multi-layer data protection. Portals are access-restricted to approved user and are completely customizable to meet the needs of purchasing departments. Customers use this platform to request a custom quote via the built-in online quoting tool. Customers can also select multiple fulfillment options, including direct from the manufacturer and local branches. A custom e-store will be available, as requested, for participated entities.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	It is a standard practice for us to offer training of solutions delivered. Training can be provided by A3 directly or by our solution providers. Cost of training varies. Sometimes cost is a complimentary offering while other cases require a cost for training services.	*
41	Describe any technological advances that your proposed products or services offer.	A3 Communications offer leading solutions and products. Many of our vendor partners and suppliers provide technologically advanced solutions. A3 is committed to only working with suppliers maintaining advancements in technology to the market.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Many of our vendor partners and suppliers offer solutions to aid in "green" initiatives.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Many of our vendor partners and suppliers offer solutions to aid in "green" initiatives. Ratings and certifications are provided by our suppliers.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	A3 Communications does not possess women or minority business entity (WMBE), small business entity (SBE), or veteran-owned business 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?	With a spectrum of business operations, personnel and purpose-built testing and training facilities, our team is prepared to support participating entities from senior management down to customer-facing staff. Our firm's departments are fully-staffed with resources that many firms are not fortunate to have. TECHNICAL RESOURCES Solutions Architects: Solutions architects work closely with our sales team to design systems that best fit the needs and budget of our clients during the initial client engagement. As subject matter experts in the surveillance and physical security field, this role requires continuous education on the latest technologies and clear communication with both Operations and Engineering Services, manufacturers, partners, architects, regulating agencies and industry groups such as ASIS, SIA, BICSI, etc. With a consultative role that includes needs assessments, site surveys, system design, document generation and presentation, the Solution Architects are	

responsible for the bill-of-material and labor estimate components. Their goal is to understand the end result needs of the client and how to design such a system in a cost effective manner. Also, they develop maintenance agreements that include extensive Service Level Agreement requirements, scheduled preventative maintenance, predictive diagnosis, system health monitoring and in-depth performance reporting.

Operations:

Once a client signs off on the Scope of Work they have helped the Solutions Architect design, a project is created. Each project is assigned a single point of contact in the form of a Project Manager. The Project Manager is responsible for the coordination and management of all relevant internal and external project resources. Additionally, trained technicians and field personnel install all of the hardware components to include cabling, servers, workstations, control equipment, power supplies, card readers, sensors, electro-mechanical/magnetic locking hardware, relay devices, gates, turnstiles, intercoms, doors and door hardware and network equipment.

Our Operations team is process-driven group responsible for project implementation. They conduct intense research and testing to guarantee system functionality and adherence to all local, state and national codes. Comprising the Operations Team are- senior and junior project managers, field supervisors, lead and field technicians, they oversee the application of best practices for new electronic security systems, replacement or upgrade of systems and removal of systems.

Technical Operations:

The Technical Operations Department provides technical design support and oversight to the field teams, system commissioning and documentation, and support of the Operations team. Technical Operations also supports and collaborates with the Solutions Architects in highly technical design activities to ensure the initial design comes to fruition.

The Technical Operations department comprises engineering managers, senior systems engineers, service engineers and coordinators. Represented in each branch office, the team works closely with those who provide engineering and technical support. This department is responsible for developing and implementing the service workflows, processes and SLAs described below. Additionally, the department is responsible for system commissioning and sign-off of final documentation to ensure any completed system is fully tested, signed-off and documented.

Service Department:

While designing, implementing, training, and system commissioning are vital components of a successful deployment, having a strong support team behind you is critical. Backed by our one-year workmanship warranty, participants know we confidently stand behind our system. In the event our clients need rapid support, our 24/7 service desk provides peace of mind long after their system is up and running. Along with the ability to call in 24/7 to submit support requests, we offer ticketing via our ERP system, ConnectWise, to give each client visibility of their tickets and support requests.

CUSTOMER-FACING RESOURCES

Account Management and Business Development:

With dedicated, experienced account managers who are assigned to each client, our customers can quickly reach a representative of A3 Communications any time of day, 365 days a year. These committed advocates work with each department to guarantee client satisfaction, quick resolution and easy access to the same familiar individual throughout the contract. Supported by a team of inside sales specialists, contract participants will receive transparent, competitive pricing and direct access to manufacturers through these trained sales professionals.

A3 Communications employs Kevin Wren, Director of Business Development and School Safety Advocate, who has nearly 20 years of physical security and school safety experience. Within our firm, he works alongside the sales department to create enhanced relationships in his territory and beyond, assessing our clients' security needs to ensure their goals are met. Additionally, Kevin facilitates regular trainings, seminars and presentations for end users to understand the importance of developing a strategy to protect their greatest assets. He served as the security director for two of South Carolina's largest school districts and is currently a Steering Committee Director for the Partner Alliance for Safer Schools (PASS). In addition, he is a former Campus Safety Director of the Year.

Marketing:

Our robust staff of marketing professionals ensures A3 Communications can continue building relationships and generating demand for contract solutions, while maintaining our growing business operation. Our full-time Marketing Department collaborates with account managers (inside and outside sales representatives) to create and implement creative marketing materials and strategies, including market-specific collateral and digital marketing campaigns.

Our Sales and Marketing teams attend tradeshow and conferences throughout the year and attend local industry events.

		<p>Administration and Support: Administrative and support staff facilitate internal business operations, including the setup of projects, tickets and agreements within our internal systems and administrative support. They assist with scheduling, material tracking, inventory management, warranty documentation, fleet maintenance, compliance concerns and reporting to guarantee transparency and accuracy of all A3 Communications' activities.</p> <p>Finance: The Finance team at A3 Communications is responsible for procurement and invoicing. Furthermore, these individuals maintain A3 Communications as a financially sound and compliant company. Comprising the Chief Financial Officer, senior accountants and purchasing specialists, they oversee purchasing, invoice contract compliance, auditing, credit facilities, legal compliance and bonding.</p>
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Table 9A: Warranty

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

Line Item	Question	Response *
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46	Do your warranties cover all products, parts, and labor?	<p>A3 Workmanship Guarantee: Upon the completion of any new installation performed by A3 Communications, the initial one-year warranty will go into effect. This Limited Warranty is our pledge to clients that all workmanship has been performed to the highest industry standard by competent staff using quality products and materials in accordance with manufacturer recommendations, best practices and applicable codes.</p> <p>Standard Limited Warranty – (12) Months Warranty Coverage: Under this Limited Warranty, A3 Communications will incur all labor costs associated with replacing field installable parts, correcting workmanship issues and coordinating the repair and/or replacement of faulty material that is either covered under the manufacturer's limited warranty or presents a manufacturing defect during the first year of ownership.</p> <p>Not Covered Under Warranty: A3 Communications' Limited Warranty is voided by unauthorized attempts by any non-A3 representatives to repair or maintain equipment. In addition, the Limited Warranty does not cover maintenance or repairs attributable to network configuration changes, human error or catastrophe, fault, and customer negligence, or external factors related to the equipment, such as, but not limited to, power failure, air conditioning failure, human error, acts of God and vandalism. The Limited Warranty does not cover field devices, hardware and cabling that is not provided or installed by A3 Communications. All maintenance or repairs to this equipment or these systems will be provided as a billable service.</p> <p>Billing Outside of Limited Warranty: Maintenance or repairs attributable to the causes detailed in the subsection titled "Not Covered Under Warranty" will not be covered by the Limited Warranty. These services will be billed at the standard hourly rate in effect at the time of the service call, plus any applicable materials.</p> <p>Limited Warranty Response: Services covered under the Limited Warranty are subject to the availability of A3 Communications' personnel and will be responded to on a first-come-first-serve basis. A3 Communications will make every reasonable effort to dispatch a qualified technician in a timely manner to service warranty-related tickets but makes no guarantee as to response and resolution times. The time to fully restore operation may also be delayed by uncontrollable circumstances, including backorders, special order lead times for replacement materials and other unforeseeable impediments</p> <p>Manufacturer Hardware Warranty: A3 Communications only deploys products that are produced by reputable, qualified industry leaders.</p> <p>These manufacturers offer different periods of hardware warranties that range from one year to a lifetime of product ownership.</p> <p>As a result, a manufacturer's warranty may be longer than the A3 Communications' Limited Warranty.</p> <p>Once the initial A3 Limited warranty has lapsed, service will be billed at the effective hourly rate for troubleshooting, repair, returns and replacements of defective hardware. All product warranties are subject to the unique terms and conditions of their respective manufacturer's warranty documentation. Warranty terms and conditions will vary by manufacturer and part number.</p>	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There is no guaranteed response time for our workmanship warranties. For hardware warranties, we follow manufacturer-set terms.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, our warranties cover times and expenses.	*

49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We will only provide service in our defined service region. If there is an extenuating circumstance, A3 may make reasonable accommodations.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Anything that we install, we will warranty.	*
51	What are your proposed exchange and return programs and policies?	Returns on hardware are subject to the manufacturer's terms and discretion.	*
52	Describe any service contract options for the items included in your proposal.	A3 Communications offers service agreement plans and preventative maintenance plans.	*

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *
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<p>53</p>	<p>Describe any performance standards or guarantees that apply to your services</p>	<p>Workmanship Warranty: Upon the completion of any new installation performed by A3 Communications, an initial one-year warranty on workmanship will go into effect. This Limited Warranty is our pledge to clients that all workmanship has been performed to the highest industry standard by competent staff using quality products and materials in accordance with manufacturer recommendations, best practices and applicable codes.</p> <p>A3 Limited Warranty: (12) Months</p> <p>Warranty Coverage Under this Limited Warranty, A3 Communications will incur all labor costs associated with replacing field installable parts, correcting workmanship issues and coordinating the repair and/or replacement of faulty material that is either covered under the manufacturer's limited warranty or presents a manufacturing defect during the first year of ownership.</p> <p>Not Covered Under Warranty A3 Communications' Limited Warranty is voided by unauthorized attempts by any non-A3 representatives to repair or maintain equipment. In addition, the Limited Warranty does not cover maintenance or repairs attributable to network configuration changes, human error or catastrophe, fault, and customer negligence, or external factors related to the equipment, such as, but not limited to, power failure, air conditioning failure, human error, acts of God and vandalism.</p> <p>The Limited Warranty does not cover field devices, hardware and cabling that is not provided or installed by A3 Communications. All maintenance or repairs to this equipment or these systems will be provided as a billable service.</p> <p>Billing Outside of Limited Warranty Maintenance or repairs attributable to the causes detailed in the subsection titled "Not Covered Under Warranty" will not be covered by the Limited Warranty. These services will be billed at the standard hourly rate in effect at the time of the service call, plus any applicable materials.</p> <p>Limited Warranty Response: Services covered under the Limited Warranty are subject to the availability of A3 Communications' personnel and will be responded to on a first-come-first-serve basis. A3 Communications will make every reasonable effort to dispatch a qualified technician in a timely manner to service warranty related tickets but makes no guarantee as to response and resolution times. The time to fully restore operation may also be delayed by uncontrollable circumstances, including backorders, special order lead times for replacement materials and other unforeseeable impediments.</p> <p>Manufacturer Hardware Warranty: A3 Communications only deploys products that are produced by reputable, qualified industry leaders. These manufacturers offer different periods of hardware warranties that range from one year to a lifetime of product ownership.</p> <p>As a result, a manufacturer's warranty may be longer than the A3 Communications' Limited Warranty. Once the initial A3 Limited warranty has lapsed, service will be billed at the effective hourly rate for troubleshooting, repair, returns and replacements of defective hardware. All product warranties are subject to the unique terms and conditions of their respective manufacturer's warranty documentation. Warranty terms and conditions will vary by manufacturer and part number.</p>
<p>54</p>	<p>Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)</p>	<p>Continual Ticket Pattern In the rare instance we see a continual pattern of escalated ticket requests for service, our Service Manager will request a meeting with the Authorized User. In this meeting, we look to uncover what patterns continue to surface and why, whether component failures or service issues, so we can create an executable plan to reduce the pattern to normal service levels. A3 will then document this plan and request the Authorized User signs off to ensure we are partnering on the solution.</p> <p>Customer Satisfaction Tracking A3 Communications encourages our customers and end users to complete a satisfaction survey we automatically e-mail to the service requestor at the completion of every service request. In the rare case that a customer or end user submits a complaint or negative evaluation, A3's Executive Team is directly notified directly. After a thorough review by the Executive Team and Service Manager, the customer is contacted directly to ensure the problem is resolved immediately to their satisfaction.</p> <p>Once the client is 100% satisfied, an internal debrief is conducted with all parties involved. We understand that mistakes can be made, but with this process, A3 Communications learns from each lesson and can consistently improve our level of customer service.</p>

At A3 Communications, we also use customer satisfaction surveys to measure the gap between our customer's expectations and his or her perception of whether those have been met. In addition, we gauge customer satisfaction and projected retention through varying mediums, including surveys, follow-up phone calls and close-out project meetings. The six metrics we use are:

Metrics and TY Goal (%):

- 1) Customer Expectations vs. Perception 90%
- 2) Likelihood to Recommend to Colleagues/Associates 90%
- 3) Customer Experience vs. Ideal Experience 90%
- 4) Overall Satisfaction 90%
- 5) Affective and Cognitive Satisfaction 90%

These metrics and typical survey questions are detailed below:

1. Customer Expectations vs. Perception

Customer Question: Does our service live up to your expectations?

Notes: Respondents are asked to agree or disagree with each coordinating statement using a five-point scale, where a one indicates "strongly disagree" and a five indicates "strongly agree."

2. Likelihood to Recommend to Colleagues/Associates

Customer Question: How likely are you to recommend our company's service to a colleague/associate?

Notes: This question represents how happy our customers are. Research and theory confirms that if our customers are willing to recommend A3 Communications to their peers, they also trust us and are satisfied with our service.

3. Customer Experience vs. Ideal Experience

Customer Question: How does our service compare to your 'ideal' service?

Notes: This question helps us understand whether our service meets the needs and wants of our customers.

4. Overall Satisfaction

Customer Question: Overall, how satisfied are you with A3 Communications?

Notes: This question reflects the customers 'overall' satisfaction with our service. This is an open-ended question that touches on quality, reliability and customer fulfillment.

5. Affective and Cognitive Satisfaction

Customer Question: How important are our SLAs (service level agreements) in your decision to select A3 Communications?

Notes: Affect is best measured in context of our service benefits (for example: SLAs, response times, etc.). Customer satisfaction is influenced by perceived quality of these benefits. Cognition refers to judgment – was the product useful? Did it fit the situation? Judgments are often specific to the intended use of the service.

6. Repeat Purchase Intention

Customer Question: Do you intend to renew your contract when it ends?

Notes: Customer satisfaction influences customers on whether they will renew their contracts or purchase more products from A3 Communications.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Our payment terms are Net 30. Payments are accepted via credit card, check, ACH and P-Card.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	It is rare but we can potentially offer leasing or financing options.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Service level agreement documentation, including warranty information, is uploaded under the Warranty section.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we accept the P-card. We charge a 4% fee on amounts over \$3,000. Payments may not be split.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
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 Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pricing documentation submitted represents a % discount off MSRP per vendor supplier.
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.	Percentage off MSRP is listed by each vendor supplier in the pricelist documentation submitted.
61	Describe any quantity or volume discounts or rebate programs that you offer.	While percentage off MSRP is listed as the standard for the Sourcwell contract, additional discounts can be offered due to product volume and/or other considerations.
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Open Market, non-standard options and other items that do not carry a MSRP will be priced/quoted on a cost plus basis. The cost plus formula shall be cost plus 24%.
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.	In some cases, a high volume of miscellaneous consumable items are needed to fulfill the request. In such cases, a cost line item will need to be included.
64	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight will charged at cost to the participating entity. Shipping method (standard, overnight, etc.) shall be indicated on the participating entities' purchase order and/or work order. Where shipping costs can be predetermined, the cost will be included as part of the quote to the participating entity.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight will charged at cost to the participating entity. Shipping method (standard, overnight, etc.) shall be indicated on the participating entities' purchase order and/or work order. Where shipping costs can be predetermined, the cost will be included as part of the quote to the participating entity.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	A3 Communications and it's parent company (The Cook & Boardman Group) have offices and warehouses located throughout the United States. For project work within our areas of service, all material will be shipped to an A3 warehouse, staged and then brought to site by A3 personnel. In the case of drop ships (material-only purchases), A3 Communications will work with the participating entity to coordinate the best method of shipping which may include: drop-ship from factory or distribution, shipped staged from an A3 facility, delivered by A3 personnel.

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our internal system (Connectwise) is used to categorize all sales opportunities associated with the Sourcewell contract. All quotes are matched with pricing as provided in the contract. Our contracts manager regularly submits sales reports to all of our contract vehicles.
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We measure through various forms. 1. Adoption by customer procurement offices 2. Revenue volume per quarter 3. Efficiency of contract administration and reporting
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose 1.25%

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

Proposers must designate if they are seeking an award in Category 1 only or Categories 2 and/or 3. As stated in Section II. B.1. of "REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES," Proposers responding to Category 1 must offer a complete electronic catalog system permitting Sourcewell and Sourcewell Participating Entities to make web-based purchases."

Proposers submitting a proposal in Category 1 must include at least one solution in each of Categories 1, 2, and 3 within its singular proposal. For example, if a Proposer offers solutions within the scope of Category 1, 2 and 3 the Proposer should designate it is seeking an award in Category 1. Proposers seeking award in Category 2 and/or 3 must include at least one solution offered within the scope of the desired Category.

Line Item	Category 1	Category 2	Category 3
71	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

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

Line Item	Question	Response *
72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Our offer includes solutions and products for IT/Networking, Infrastructure, Switching, Access Points, Audio/Visual, Audio Enhancement, Physical Security Solutions, Access Control, Video Surveillance, and other similar associated products.
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Subcategories include, but not limited to; structured cabling, devices, end points, monitoring equipment, and supporting software solutions.

Table 15A: Category 1 - Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
74	Computer hardware, including desktops, laptops, tablets, and related devices;	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A. We are not bidding Category 1.
75	Networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology;	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A. We are not bidding Category 1.
76	Peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies;	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A. We are not bidding Category 1.
77	Software related to the purchase of the equipment described in Lines 74-76 above;	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A. We are not bidding Category 1.
78	Configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77 above; and	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A. We are not bidding Category 1.
79	Security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.	<input checked="" type="radio"/> Yes <input type="radio"/> No	We are only bidding Category 2.

Table 15B: Category 1 - Industry Specific Questions

Table 15B: Industry Specific Questions relate to products and services offered in Category 1 (see Table 15A).

Line Item	Question	Response
80	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated, or certified).	N/A. We are not bidding Category 1.
81	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	N/A. We are not bidding Category 1.
82	Describe your maintenance solutions for software products, such as maintenance agreements, software upgrades, continuous updates, patches, and fixes.	N/A. We are not bidding Category 1.
83	Describe your website and the ease-of-use for customers, including order placement, payment, order tracking, etc.	N/A. We are not bidding Category 1.

Table 16A: Category 2 - Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
84	Cybersecurity services, such as cyber risk assessments, program strategy and operations, zero trust, skills and training, penetration testing, threat and vulnerability management, content security, network visibility and endpoint detection, log aggregation and correlation, disaster response and recovery, and managed cybersecurity;	<input checked="" type="radio"/> Yes <input type="radio"/> No	
85	Physical security services, such as site assessment, upgrade planning and execution design, installation, integration, access control, video management, and managed physical security services;	<input checked="" type="radio"/> Yes <input type="radio"/> No	
86	Cloud, such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), and strategy, design, migration, deployment, and managed cloud solutions;	<input checked="" type="radio"/> Yes <input type="radio"/> No	
87	Network, such as maintenance and monitoring, edge computing, SD-WAN and LAN, and data center networking;	<input checked="" type="radio"/> Yes <input type="radio"/> No	
88	Data, such as data modernization, data backup, data and document processing and storage, and assessment, validation, production, and management of AI and machine learning solutions; and	<input checked="" type="radio"/> Yes <input type="radio"/> No	
89	Related solutions, such as endpoint security products, network security technologies, identity and access management technologies, security analytics, data security products, IP video monitoring systems, intelligent controllers, mission control systems, electronic locks, network infrastructure, and server room technology.	<input checked="" type="radio"/> Yes <input type="radio"/> No	

Table 16B: Category 2 - Industry Specific Questions

Table 16B: Industry Specific Questions relate to products and services offered in Category 2 (see Table 16A).

Line Item	Question	Response
90	Describe how you help organizations with their zero-trust programs, if applicable.	A3 Communications works closely with all of our customers to ensure compliance with their cyber-security policies. Additionally, A3 Communications employs best practices in regards to cyber-security hardening of all systems, software, and devices that connected to a customer network.
91	Describe how you deliver cybersecurity solutions in accordance with the National Institute of Standards and Technology (NIST) framework, if applicable.	A3 Communications works closely with all of our customers to ensure compliance with their cyber-security policies. Additionally, A3 Communications employs best practices in regards to cyber-security hardening of all systems, software, and devices that connected to a customer network.
92	Please list any certifications or testing results you or your partner(s) hold which show security posture in your proposed solutions, if applicable.	A3 Communications staff retain certifications pertaining to system hardening and cyber-security practices.
93	Describe how you deliver cloud solutions in accordance with the NIST definition of cloud computing, if applicable.	All cloud solutions provided by A3 Communications are sold through our manufacturer partners and are hosted on cloud domains such as AWS, Azure, etc.
94	Describe which deployment methods you provide cloud-based services (e.g., private cloud, community cloud, public cloud, or hybrid cloud), if applicable.	All cloud solutions provided by A3 Communications are sold through our manufacturer partners and are hosted on cloud domains such as AWS, Azure, etc.

Table 17A: Category 3 - Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
95	IT Asset Management Services, including hardware and software asset management, software as a service management, audit management, maturity assessments, sustainability solutions, and repair and maintenance;	<input type="radio"/> Yes <input checked="" type="radio"/> No	
96	IT datacenter decommissioning, including planning and valuation, data shredding, de-racking, de-cabling, de-powering, and packing; and,	<input type="radio"/> Yes <input checked="" type="radio"/> No	
97	IT Asset Disposal and Retirement Services, including secure data destruction, serialization, asset value recovery, recycling, remarketing, refurbishing, onsite collection, and ESG reporting.	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Table 17B: Category 3 - Industry Specific Questions

Table 17B: Industry Specific Questions relate to products and services offered in Category 3 (see Table 17A).

Line Item	Question	Response
98	Please list any certifications your company or your delivery partner(s) hold which are relevant to IT Asset Lifecycle Services, such as R2v3, e-Stewards, NAID AAA, ISO 9001, ISO 14001, ISO 45001, and ITAM Forum.	N/A. We are not bidding Category 3.
99	Please indicate the standards to which hard drives are wiped, such as the Department of Defense or NIST standard 800-88.	N/A. We are not bidding Category 3.

Table 18: Exceptions to Terms, Conditions, or Specifications Form

Line Item 100. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Financial Strength and Stability](#) - Financial Strength and Stability_Narrative and Bond Capacity Letter.pdf - Tuesday December 19, 2023 13:39:43
 - [Marketing Plan/Samples](#) - Marketing Samples.zip - Tuesday December 19, 2023 12:33:02
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Sample_Warranties and Agreements Rev. 5.02.pdf - Tuesday December 19, 2023 13:28:03
 - [Standard Transaction Document Samples](#) - Sample_Warranties and Agreements Rev. 5.02.pdf - Tuesday December 19, 2023 14:28:40
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Manufacturer Authorizations.zip - Tuesday December 19, 2023 15:11:40
 - Pricing - Category 1 (optional)
 - [Pricing - Category 2](#) - Sourcewell Pricing - Category 2.zip - Tuesday December 19, 2023 12:00:36
 - Pricing - Category 3 (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Scott Grainger, General Manager, A3 Communications, Inc.

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_17_Technology_Products_and_Services Tue December 12 2023 03:16 PM	<input checked="" type="checkbox"/>	6
Addendum_16_Technology_Products_and_Services Thu December 7 2023 03:22 PM	<input checked="" type="checkbox"/>	1
Addendum_15_Technology_Products_and_Services Wed December 6 2023 04:12 PM	<input checked="" type="checkbox"/>	4
Addendum_14_Technology_Products_and_Services Tue December 5 2023 07:50 AM	<input checked="" type="checkbox"/>	2
Addendum_13_Technology_Products_and_Services Fri December 1 2023 01:49 PM	<input checked="" type="checkbox"/>	3
Addendum_12_Technology_Products_and_Services Thu November 30 2023 02:56 PM	<input checked="" type="checkbox"/>	2
Addendum_11_Technology_Products_and_Services Tue November 28 2023 02:59 PM	<input checked="" type="checkbox"/>	1
Addendum_10_Technology_Products_and_Services Mon November 27 2023 02:37 PM	<input checked="" type="checkbox"/>	3
Addendum_9_Technology_Products_and_Services Wed November 22 2023 09:01 AM	<input checked="" type="checkbox"/>	1
Addendum_8_Technology_Products_and_Services Mon November 20 2023 04:30 PM	<input checked="" type="checkbox"/>	2
Addendum_7_Technology_Products_and_Services Wed November 15 2023 03:37 PM	<input checked="" type="checkbox"/>	4
Addendum_6_Technology_Products_and_Services Thu November 9 2023 03:02 PM	<input checked="" type="checkbox"/>	2
Addendum_5_Technology_Products_and_Services Wed November 8 2023 03:28 PM	<input checked="" type="checkbox"/>	2
Addendum_4_Technology_Products_and_Services Tue November 7 2023 02:33 PM	<input checked="" type="checkbox"/>	3
Addendum_3_Technology_Products_and_Services Fri November 3 2023 02:06 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Technology_Products_and_Services Thu November 2 2023 03:08 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Technology_Products_and_Services Tue October 31 2023 03:29 PM	<input checked="" type="checkbox"/>	1