

Solicitation Number: RFP #020624

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Communication Technology Services, LLC (CTS), 33 Locke Drive, Marlborough, MA 01752 (Supplier).

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

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

1. TERM OF CONTRACT

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

EXPIRATION DATE AND EXTENSION. This Contract expires May 7, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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

Rev. 3/2022

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 taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt 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 ecommerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.
- D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:
 - 1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
 - 2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.
- E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

- A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:
 - Maintenance and management of this Contract;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Business reviews to Sourcewell and Participating Entities, if applicable.
- B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

- A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.
- B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.
- C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

- D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.
- E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.
- F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. Use; Quality Control.
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.
- D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

- A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:
 - 1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
 - 2. Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
 - 3. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.
- B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:
 - 1. Nonperformance of contractual requirements, or
 - 2. A material breach of any term or condition of this Contract.

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

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

18. INSURANCE

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

1. Workers' Compensation and Employer's Liability.

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell 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 Sourcewell 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 nonfederal 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	

By: Jeremy Solwartz

DocuSigned by:

Jeremy Schwartz

Title: Chief Procurement Officer

5/7/2024 | 9:00 PM CDT Date:

Communication Technology Services, LLC (CTS)

By: DocuSigned by:
Thomas Muloskry
A788E9A137B84BE...

Thomas McCloskey
Title: Chief Operating Officer

5/7/2024 | 9:35 AM CDT Date:

RFP 020624 - Private Wireless Services with Related Solutions

Vendor Details

Company Name: Communication Technology Services, "CTS"

33 Locke Drive

Address:

Marlborough, MA 01752

Contact: Kate Sheehy
Email: ksheehy@cts1.com

Phone: 817-291-1371
Fax: 817-291-1371

HST#:

Submission Details

Created On: Wednesday January 10, 2024 12:06:42
Submitted On: Tuesday February 20, 2024 16:03:47

Submitted By: David Menzel
Email: dmenzel@cts1.com

Transaction #: cb8e8ada-768b-4279-938c-1d2aa3e454a7

Submitter's IP Address: 136.33.233.213

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")	Communication Technology Services, LLC (CTS)
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	No subsidiary entity involved in this proposal
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	No subsidiary entity involved in this proposal
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 3CNQ5 & SAM: DCDAFNZ5L4X4
5	Proposer Physical Address:	33 Locke Drive, Marlborough, MA 01752
6	Proposer website address (or addresses):	cts1.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):	Thomas McCloskey Chief Operating Officer 33 Locke Drive, Marlborough, MA 01752 508.330.8640 tmccloskey@cts1.com *
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	David Menzel Director of Sales - Transportation 14906 Benson Street Overland Park, KS 66221 dmenzel@cts1.com 816-780-8224
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Neal Medjes Regional Sales Director 1484 Elmhurst Road Elk Grove Village, IL 60007 nmedjes@cts1.com 847-980-5627

Table 2: Company Information and Financial Strength

Li Ite	ICHESTION	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.	CTS provides custom, carrier-grade, in-building and campus connectivity solutions for enterprises, airports, education, healthcare, manufacturing, government, and mobile network operators, solving and managing the most complex networking challenges. For over 30 years, CTS has helped our customers increase productivity and focus on core business objectives. CTS is privately owned with 23 offices located around the US. Leveraging our advanced design and network operations centers, CTS provides our customers industry-leading customer service. Our ability to design, build, run and support connectivity solutions that power our customers' mission-critical applications is unmatched. CTS is vendor-agnostic, allowing customer requirements to drive the right design, using the right equipment, to fit each customer's specifications, anywhere across the country.	
		Our longevity is due in large part to our commitment to total customer satisfaction, scalability, engineering expertise and an operational model designed to deliver consistent excellence. CTS understands the value of your customers and our service levels are unmatched. CTS has developed the technical and administrative functions needed to support Sourcewell's partners' large and complex projects. We provide superior customer service, flexibility, responsiveness, and the ability to support all current and projected technical and installation requirements, CTS also has the ability to support and scale nationally for all project sizes. From conception to construction to operations, CTS is the trusted connectivity partner.	4
		Our lines of business include: CTS Private 5G-ready Cellular Networks - Design, installation, management, maintenance and ownership CTS Distributed Antenna Systems (DAS) and Small Cells - Design, installation and maintenance for all 3 major US carriers CTS Public Safety Solutions - Certified Emergency Responder Radio Coverage Systems installed to local code CTS Wi-Fi - Design, installation, management, maintenance and ownership to meet your enterprise and guest connectivity requirements CTS Fiber LAN Systems - Converged SD-LAN infrastructure CTS Forté Neutral Source - Turnkey DAS radio source solution	
		CTS offers the size and scope that will support your project: CTS has strong financials and is well capitalized to ensure we will be here to support you after your installation. CTS employs five hundred plus employees across the country. CTS employs more than fifty field managers capable of directing our own installers or subcontractors. Field managers are qualified to deploy, commission and troubleshoot multiple types of equipment. CTS employs twenty-four qualified project managers	
11	What are your company's expectations in the event of an award?	CTS is excited to promote and engage with Sourcewell and its entities on private wireless network procurement of services and related services with related opportunities. CTS expects to continue to grow its business in private wireless in the US and Canada using this new award for Private wireless services and related solutions. CTS expects to grow its eCommerce business from Sourcewell entities using the Sourcewell procurement portal via this new private wireless contract. CTS will engage its resources to provide the best solution that meets or exceeds customer requirements and business objectives. CTS will also strive to create a direct line of communication with Sourcewell and its participating entities for timely information to achieve the best outcome for everyone. CTS prides itself on its customer service and ensuring best-in-class recommendations to provide the most cost-effective approach to each project. CTS looks forward to collaborating with Sourcewell, its participating entities and their users to exceed expectations. The value of contract purchasing is important to CTS and we see the Sourcewell award as a significant opportunity to position CTS as a trusted partner and solution provider to Sourcewell entities for all of their private wireless needs.	٧
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.	As a privately-held company, CTS does not disclose financial information. Over the past 5 years CTS has seen consistent year-over-year growth and our customer base consistently provides positive feedback about working with us. We recognize that working with a financially-stable company is essential to the success of the Sourcewell procurement process. As part of our response, we have included documents that speak to our financial capability and credibility. Communication Technology Services LLC (CTS), has been in business since 1990 and has a proven track record of success. Our balance sheet has a greater than \$50M equity position and our revenues are generally in the \$95,000,000-\$110,000,000M dollar range annually. In 2020 Astra Capital Management made a significant investment in CTS. Astra is a private equity investment firm that invests in growth firms in the communications and technology sector. Astra focuses on highly scalable companies with proven business models that are both profitable and experiencing significant growth.	٠

13	What is your US market share for the solutions that you are proposing?	Private cellular networks are an emerging market globally and there is no nationally-recognized analyst that provides market share coverage. To date the market size is unknown due to a number of factors unique to each individual market that affect adoption rates and investment.	*
14	What is your Canadian market share for the solutions that you are proposing?	CTS does not currently have any business in Canada. We have not completed a thorough evaluation of the Canadian market to determine the market opportunity, nor our cost of entry at this time. We may do so in the future. CTS can provide design services for Private Wireless networks anywhere within the Sourcewell markets that they support for entities including those customers in the US, Canada and US Territories.	*
		We owe our advantage to our extensive workforce that is US-wide in scope and local in presence. This allows us to self-perform the overwhelming majority of our work, providing unparalleled quality control, transparency, and cost management. This also requires our team to have substantial local licensing and expertise in local building codes.	
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	CTS has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	CTS is best described as a managed service provider. 16a - not applicable 16b - CTS is a managed service provider providing custom, carrier-grade in-building and campus connectivity solutions for enterprises and mobile network operators. Our sales and service forces are comprised of employees. As a vendor neutral integrator, CTS's volume of business with these vendors has allowed CTS to achieve the top levels of their value partner s typically meaning "Gold" partner level. The significance of that is the status as a premier supplier partner with the OEM's allows CTS to provide to its customers the very best prices and supply chain logistics coordination.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The CTS staff are also certified for every major brand of DAS equipment available today including SOLiD, ADRF, CommScope, Corning, TE, JMA Teko, Dali Wireless, and BTI. CTS is also certified in all small cell technologies currently available, including Ericsson, Samsung, ALU, and SpiderCloud. CTS holds numerous certifications for tools such as Anritsu Spectrum Analyzer, and indoor/outdoor radio planning software such as iBwave and RanPlan. CTS maintains an active System and Organization Controls (SOC) 2 Type 2 certification as recognized by the American Institute of Certified Public Accountants (AICPA), showing our strong commitment to security and to delivering mission-critical managed communication services that protect the privacy and confidentiality of client data. CTS is a member of the OnGo Alliance, Safer Building Coalition, the Association for Executives in Healthcare Information Technology (AEHIT), the Florida Airport Council and Airports Council International. In addition, CTS is a certified Minority Business Enterprise through the National Minority Supplier Development Council, the Dallas/Fort Worth Minority Supplier Council, and the Supplier Diversity Office of	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Massachusetts. CTS has not been subject to any "Suspension or Disbarment" order during the last ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	With regard to Private Cellular Networks, CTS and ClearSky, an acquisition now part of CTS, have earned a number of awards recognizing our expertise and contributions to the industry. They include:	
		""2022 Neutral Host Architecture/Solution" from THE OnGo Alliance ""30 Admired Companies to Watch in 2021" by CIO Bulletin ""Top Small Cell and DAS Solution Providers" for 2020 by Telecom Tech Outlook magazine ""10 Most Promising Wireless Technology Solution Providers" for 2020 by CIO Review	*
		We were also recognized with a Diversity Champion Award in 2023 by Avetta.	Ш
20	What percentage of your sales are to the governmental sector in the past three years	We estimate that less than 5% of our sales over the past 3 years have been in the government sector.	*
21	What percentage of your sales are to the education sector in the past three years	We estimate that approximately 10% of our sales over the past 3 years have been in the education sector.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not currently hold any state, provincial or cooperative purchasing contracts.	*
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?	Not applicable	*

Table 4: References/Testimonials

Bid Number: RFP 020624

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

Entity Name *	Contact Name *	Phone Number *	
Minneapolis-Saint Paul International Airport (MSP)	Eduardo Valencia, Vice President, Chief Information Officer	PH: 612-467-0961	*
MicroSeismic		PH: 208-318-6361 jd@microseismic.com	*
CHT Global	Phoebe Wang, President	phoebe.wang@chtglobal.com	*

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 *
n/a	Education	North Carolina - NC	Completed the design, build, monitoring, and maintenance for campus-wide network connectivity of 1M+ sq ft, stadium + arena + ODAS, Distributed Antenna System, small cell and LTE connectivity.	\$2.4M	\$1.8M
n/a	Education	California - CA	Phase 1 - Campus-wide upgrade - DAS Phase 2 - Residence Hall deployment	\$2.2M	\$2.2M
n/a	Education	Oregon - OR	Provided design and installation for 10M SF + covering the basketball arena and football stadium. Installed SOLiD and Corning ONE DAS Public Safety for 77 Buildings.	\$30M	\$2.8M
n/a	Education	Massachusetts - MA	Campus-wide deployment: designed and installed a 28- building DAS system	\$3M	\$2.65M
n/a	Education	Massachusetts - MA	Campus-wide deployment - Installation of fiber riser, Switch Audit, and new access points	\$3M	\$4.84M

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		Response *	
Item	Question	Incapoliac	

Bid Number: RFP 020624 Vendor Name: Communication Technology Services, "CTS"

26	Sales force.	Over the course of its 33-year history, CTS has evolved from a regional organization providing in-building cabling services to its current business today as a nationally-recognized leader for managed services in wireless integration, design, and installation of complex wireless networks. To achieve this, CTS has grown to more than 550 employees with 23 offices across the United States. This growth has been supported by a sales organization that operates under 3 regional sales offices with regional sales people, and a national sales team overlay with focus and expertise on select vertical markets. The sales organization is led by our Executive Vice President, Kevin Gallagher and 3 regional sales managers, 15 regional sales directors, and 10 national sales team members all responsible for generating sales in each assigned market and business line. The national team is comprised of vertical leads, each vertical leads focuses and develops CTS's business within those verticals playing a crucial role in understanding issues and needs that are critical to that vertical. CTS vertical leads support: the healthcare and education vertical market: the Transportation vertical which is inclusive of the aviation industry – airports and airlines; the public venue market that supports stadiums, convention centers and other; the commercial real estate and residential community buildings and complexes; as well as the manufacturing vertical. CTS also has a national sales team focused on the Mobile Network Operator (MNO) or telecommunication carriers comprised of a sales team that consists of sales people (5) who work directly with the carriers to stay abreast of current and future technology changes and upgrades to networks and approaches to industry issues. This team ensures that CTS is always abreast of industry issues and technology shifts that impact our customers. The MNO team has built a strong relationship with the carriers which is represented in the amount of work CTS provides for them for network design; delivery and imp
		industry issues and technology shifts that impact our customers. The MNO team has built a strong relationship with the carriers which is represented in the amount of
27	Dealer network or other distribution methods.	Not applicable ,

cuSign	Envelope ID: DC590A8E-F867-4E69-8CE1-9D94	C5E1EC0B
28	Envelope ID: DC590A8E-F867-4E69-8CE1-9D94 Service force.	CTS operates a full-service, 24x7x365 Network Operations Center (NOC) in Greenville, South Carolina. CTS provides monitoring and maintenance, repair, and dispatch (MMRD) for WLAN, small cells, DAS, private wireless and fiber-based LAN networks nationally. Our customer base includes the major cellular carriers themselves, third party operators, large public venues, tier 1 transit hubs, acute care medical facilities, and various Fortune 500 enterprises. The CTS NOC is staffed by highly skilled network operation technicians around the clock and is backed-up by ancillary staff in satellite offices located in Chapel Hill, NC and Phoenix, AZ. These locations provide both diverse and redundant stability to our monitoring services. The CTS NOC uses a complement of both software and hardware solutions to receive or intercept all alarm and status communications from the individual components of the network. CTS network operators are trained to observe, track, interpret, analyze, respond to, and repair all levels of DRS/DAS-related trouble issues to which they are exposed. Specialized NOC employees evaluate, correct, and notify customers of any major alarm. We also offer emergency dispatch from local markets nationwide. All regimented procedures for our NOC team internally, and our regional partners, are established and maintained using documented MOP manuals. These manuals are a living, evolving rulebook that is consistently reviewed, discussed, and improved as our relationship to each customer matures through the project life cycle.
		sessions, field training sessions, and OEM led training in order to stay current and qualified in system design, engineering, integration, optimization, and maintenance. Included in our on-going training is also certification in both the RF and Optical equipment required to keep all DAS, Small Cell, and WLAN systems performing to their peak. Key to the constant improvement and training of our staff is the forward training and vision of our System Performance Group. This highly skilled pool of SMEs boast certification in all equipment and tools required to perform the troubleshooting and optimization of even the most complex systems. Well-schooled in system diagnostics and troubleshooting, this team of SMEs are the final escalation point for all levels of system performance, fault mitigation, root cause analysis, along with MNO support in system balance and performance. Assuming the role of train-the-trainer, our SPE group also serves in a role of on-site training of all performance teams in order to make every dispatch/repair situation a teaching/learning opportunity when escalation to this team is required. All activity will be annotated through the NOC's ticketing and communication system. This ticketing system includes documentation of all the reporting required, which serves as the timestamp for all SLA required activity. The NOC ticketing logs of activity, specifically handling all of the challenges that we have dealt with through the years, serve as the foundation for directing all of our internal improvement, training, and documentation work. This is the ultimate litmus test of the viability and efficacy of our training programs, and has served us well. Our software platform for monitoring of sites is Node by Predictive Technologies. Node is an artificial Intelligence (AI) driven engine designed to predictively diagnose problems within the monitored networks before they ever happen. Our Node platform is a cloud-based system that is supported by both the Amazon Web Services and by Google Web Service
		failover point. With both our software platform and our phone system as cloud-based tools, our NOC staff is able to fulfill our 24/7 obligation wherever their laptop and cellphone are connected to the network. Especially in the current environment of "shelter in place", this cloud-based approach to system diversity and redundancy have been tried, tested, and affirmed. Our team is constantly online with chat functions, phone functions, video conferencing, and cloud-based software programming driving our performance.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	CTS has a straightforward ordering process with its customers. A customer places an order with CTS through an existing contract vehicle for services by placing a purchase order or through a direct quoting process that results in the customer placing an order via a purchase order. Depending on the nature of the order, the order is entered into the CTS system and the work is scheduled or the equipment is purchased and provided by CTS to complete the customer's order. From time to time, CTS does private label or resell CTS services and solutions to other companies. In those instances, the third party working directly with the customer would place a purchase order with CTS for the equipment or services.

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.

The CTS Network Operation Support Center is staffed around the clock by CTS-trained W-2 employees. We are available by email at NOSC@cts1.com or by phone at (800) 577-1890.

To maintain the highest levels of both functionality and accessibility, both our software platform and our phone system are cloud-based tools. Our NOC staff is able to fulfill our 24/7 obligation wherever their laptop and cellphone are connected to the network. This cloud-based approach to system diversity and redundancy have been tried, tested, and affirmed. Our team is constantly online with chat functions, phone functions, video conferencing, and cloud-based software programming driving our performance.

While our primary NOC is located in Greenville, South Carolina, we have staff and a secondary office in the IT department of UNC Chapel Hill in Chapel Hill, North Carolina. We are also training staff for backup out of our Phoenix, Arizona Design Center facility that also operates around the clock throughout the workweek. These three sites represent both a redundant and diverse platform to maintain our "watch" at all times. Full access will also be extended to our satellite office north of the airport.

Our NOC team works based on a three-tiered support response structure.

Tier-1

From their monitoring consoles, the Network Operators are able to remotely administer triage and Tier-1 support for lower-level system repair. They are also responsible for all ticketing and oral communication updates with our customers. They handle all basic resolution of Tier-1, diagnostic and "triage" of the system components.

Tier-2

Once an incident has reached beyond the Tier-1 upper threshold, the Network Operators engage the CTS-trained team of System Performance Engineers (SPEs). The SPE's are subject matter experts in the optimization, repair, and maintenance of systems. The SPEs have the ability to reach through the NOC servers, reviewing and managing levels within the DAS system to bring about rapid correction of most issues. 80% of our trouble tickets are resolved before we ever reach Tier-3.

Tier-3

Our Tier-3 response involves dispatching a trained CTS technician, working in concert with the SPEs, to finalize all system related issues onsite, and bring any equipment or signal/noise issue to a rapid resolution. This technician is equipped with all the necessary gear in order to be able to handle any DAS-related eventuality. Directed by the Network Operator(s) and the SPE(s), the dispatch technician moves swiftly to the area of the system that is experiencing issues, and takes the necessary steps up to and including potentially replacing active electronics. The technician is constantly under pressure to perform in the most expeditious, professional, and safe manner possible in order to bring the system back to "normal and stable."

Our staff scheduling includes technicians working around the clock at the NOC with SPE's from our national performance team on-call for escalation of troubleshooting and resolution on-demand. Our management team staffs the NOC offices through the normal business day as oversite and redundancy.

Our software program includes an integrated ticketing function that is automated-based on CTS configured workflows. The workflows define Service Level Agreements (SLAs) as outlined in our individual agreements with our customers. The ticketer is our timestamp for recording incident start, response time, onsite time, time to restore, and time to close the ticket. Reporting is available through the platform to identify and confirm our adherence to SLA-driven time values.

Our monthly snapshot reporting process kicks off on the stroke of midnight, the last day of each month with collection of time-sensitive statistical information from each project network controller as well as from our Node software program. The consolidation of reporting information as well as production of monthly reports is produced through the first 9 days of the month with all reporting delivered to the customer by the required deadline.

CTS has full back-of-house support as well as management and an experienced technician force.

The CTS project team will be staffed with a combination of local and national resources to ensure continued support of our customers and projects. This will also allow for dedicated resources to focus exclusively on delivering a high-quality project the entire project team will be proud of.

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31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	CTS has offices located in 23 US cities across the United States. CTS has the ability to cover coast-to-coast customer requirements. CTS offices are located in: Atlanta, Boston, Chicago, Cleveland, Columbus, Dallas, Denver, Eugene, Greenville, Houston, Jackson, Las Vegas, Los Angeles, Miami, Milwaukee, New Orleans, New York, Orlando, Phoenix, Portland, Raleigh, San Francisco, Seattle and Washington DC. CTS serves customer projects across the US supporting venues including five-star hotels, theme parks, professional and college sporting venues, major city and state convention centers, universities, hospitals, airports, ports, casinos, enterprise clients and key government facilities.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	CTS does not currently have any business in Canada. We owe our advantage to our extension workforce that is national in scope and local in presence. This allows us to self-perform the overwhelming majority of our work, providing unparalleled quality control, transparency, and cost management. This also requires our team to have substantial local licensing and be experts in local building codes. We have not completed a thorough evaluation of the Canadian market to determine the market opportunity, nor our cost of entry at this time. We may do so in the future. CTS can provide professional design services for Private Wireless networks anywhere within the Sourcewell markets that they support for entities including those	*
		customers in the US, Canada and US Territories.	
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	CTS does not have field staff or CTS locations outside of the continental United States. In order to best-serve Sourcewell clients outside of the United States, CTS would have to identify and retain local subcontractors to support onsite work which would increase the cost to the customer. CTS has not completed a thorough evaluation of the Canadian market to determine the market opportunity, nor our cost of entry at this time. We may do so in the future. If those conditions change over the course of this contract, CTS will identify and update that information with Sourcewell to reflect our ability to fully-serve those geographic areas. CTS can provide design services for Private Wireless networks anywhere within the Sourcewell markets that they support for entities including those customers in the US, Canada and US Territories.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	CTS does not currently have any business in Canada. We owe our advantage to our extensive workforce that is national in scope and local in presence. This allows us to self-perform the overwhelming majority of our work, providing unparalleled quality control, transparency, and cost management. This also requires our team to have substantial local licensing and be experts in local building codes. We have not completed a thorough evaluation of the Canadian market to determine the market opportunity, nor our cost of entry at this time. We may do so in the future. CTS can provide design services for Private Wireless networks anywhere within the Sourcewell markets that they support for entities including those customers in the US, Canada and US Territories.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	CTS does not hold any specific contract requirements or restrictions that would apply to Sourcewell-participating entities in Hawaii and Alaska and in US territories. CTS, however, does not have local resources located in Hawaii, Alaska or US territories; this could have an impact to a participating entity's deployment and project-related costs.	*

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.	CTS's mission is to understand and solve our customers' complex connectivity issues. Our marketing strategy involves programs and tools that educate prospects on use cases and network value propositions. We develop tools that drive awareness, generate demand, and support sales. Content development helps us clarify the problems our customers face, and position the solutions to solve the problems. We use channels including social media, digital advertising, website, analyst and public relations, content marketing, search engine optimization, events, podcasts, videos, speaking engagements and webinars, among others. We conduct programs, collect digital data and measure results to optimize effectiveness.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	CTS uses technology and digital data to enable efficient asset management, target audience engagement, and make data-driven decisions. Through marketing automation and a corporate CRM, we segment and optimize communication with prospects and customers. We use data to better target specific audiences. We tag our online marketing content to ensure correct attribution. We extract information about prospect behavior, interests, and engagement so we can tailor our strategies and content to effectively engage with our audiences. We deploy search engine optimization and search engine marketing to thoughtfully drive behavior.
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?	CTS thinks Sourcewell should post the awarded partner profiles online, making them easily accessible to participating agencies. Sourcewell should develop communication processes to notify their member agencies about the partner selection. Then, Sourcewell should develop and implement a joint marketing plan with the awarded vendor(s) using a variety of marketing channels to attract RFPs and opportunities from member organizations. CTS will educate our sales teams about the benefits Sourcewell contracts bring and what it means for Sourcewell customers. We will use written communication and live webinars to train them how to communicate the advantages of using a Sourcewell-awarded contract, emphasizing the streamlined procurement process and cost-effectiveness. We will develop and distribute tools to equip our team with the knowledge to effectively communicate the advantages to clients.
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.	CTS products and services are not currently available through an e-procurement ordering process.

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.	CTS will provide all necessary training for operations of the CTS Private Wireless Network solution. Regardless of the network being run as a managed service or the customer managing their own network, our Private Wireless Service is designed to be easy for the end user to administer and operate. The training will be available in both written form (i.e., user guides and related documentation) as well as live through webinars featuring PowerPoint presentations. CTS experts will provide the training as part of our managed service.	*
41	Describe any technological advances that your proposed products or services offer.	The CBRS shared spectrum model being used for private wireless ushers in a new era of cellular connectivity for the enterprise. Businesses in every industry vertical are looking for service providers that can support them to exploit the advantages of this opportunity to bypass carrier networks and gain more control over their wireless strategy than ever before. CTS is ready. CTS has now combined the strength of twenty years of experience in designing, building, running and supporting enterprise cellular networks with an end-to-end CBRS Private wireless solution that offers true differentiation from other providers. The Evolved Packet Core (EPC) that provides the foundation of the CTS Private wireless network managed service includes deep packet inspection (DPI)-based, real-time policy control features that were originally developed by CTS to service the needs of mobile network operators. The CTS traffic analysis and policy control solution, called Total Traffic Manager (TTM), is now available to our private wireless network clients. With TTM, CTS can monitor every data session on every device and apply policies in real-time to create Quality of Service (QoS) categories that are only limited by clients' needs and imagination. Beyond simple subscriber-based policy management offered by the mobile core, CTS can apply policy decisions by application, protocol, traffic origination or destination to enable the enterprise to have ultimate control of their network.	*

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.	CTS works with ASI Architectural on LEED (Leadership in Energy and Environmental Design) which has become the benchmark for the green building certification system used worldwide. The certification system encourages use of building practices and design to decrease CO2 emissions, improve indoor environments, and conserve energy, water, and resources. Specifically, CTS works with (ID) INNOVATION IN DESIGN Consideration for new technologies and strategies that can accomplish increased performance of the building. CTS also works to provide suitable materials that have minimum environmental impact, considering waste reduction, reusing, recycling, and life cycle assessment.	*
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.	CTS participates in both battery and electronics recycling and disposal programs which help in reducing environmental and human health impacts from improper recycling or disposal.	*
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.	CTS is a certified Minority Business Enterprise through the National Minority Supplier Development Council, the Dallas/Fort Worth Minority Supplier Council, and the Supplier Diversity Office of Massachusetts. For a specific customer requirement needing to satisfy local MBE requirements, CTS has quickly accomplished this for some of its customers and is very willing to address local diversity requirements and meet certification requirements in order to meet customer needs. At LAWA, for the LAX Airport CTS was able to meet local supplier diversity requirements in a short timeframe allowing for the airport to utilize CTS and at the same time meet their own diversity requirements.	*
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?	CTS is a leading national managed service provider for all carriers across the US. CTS leverages relationships with the wireless service providers to ensure smooth delivery of successful, on-time projects. Wireless service provider coordination is critical for any successful neutral host DAS project. CTS has experience designing, installing, and maintaining over twelve thousand (12,000) wireless networks for major wireless service providers and Fortune 500 companies. Many current CTS employees have worked for the major wireless service providers and continue to maintain strong working relationships with them. CTS employees are able to self-perform every aspect of our service, from design, through installation to operations, making us unique in an industry where outsourcing and subcontractors are the norm. Our ability to self-perform gives us unparalleled transparency into the process, allows us to maintain extremely high levels of quality, and eliminates margin stacking for the customer. As a result, CTS is able to deliver the highest quality solution, in the least amount of time, at a lower cost than many of our competitors. CTS offers peerless design capacity and expertise in our Phoenix Design Center, which is staffed 24 x 5, and nights, weekends and holidays as needed for your project. CTS never outsources designs: we self-perform all aspects of the integration process. Our in-house work results in faster integration. CTS has approximately 40 design engineers with direct inbuilding RF qualifications. Our engineers use 36 iBwave licenses for design and propagation modeling support. This level is second only to AT&T and Verizon's design capacity. In addition, iBwave uses CTS's designs in their marketing materials and uses our RF engineers to vet new versions of software before general release. CTS's Design Center models and designs for all of the major wireless service providers. In 2021 alone, the CTS Design Center produced more than 2,500 designs and modifications. CTS operates a full-service, 24x7x365 Ne	*

Table 9A: Warranty

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

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	For all equipment and materials supplied by CTS as a part of a proposed solution, CTS warrants that the parts purchased are free of defects in material or workmanship for a period of 12 months after date of shipment from the factory. In the case of active electronics, CTS often can offer a longer period of warranty (two or three years from the date of shipment from the factory) based on our preferred VAR status with the equipment vendor. In addition, several of our OEM/Vendors offered extended warranty prices that can be extended to the end user if the extended warranty is purchased at the same time as the purchase of the actual equipment.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our warranties are valid for all valid uses of the equipment under warranty.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	CTS will respond to service calls to validate and to then work to replace the affected equipment without charge to the customer as long as the equipment is still under OEM warranty or extended warranty.	*
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?	CTS only designs, builds, runs and supports networks in the lower 48 States, Hawaii, and Puerto Rico. To date, we have never performed this scope in Canada. CTS can provide professional design services in Canada, Alaska and other Sourcewell geographic regions. CTS would have to work with a sub-contractor that is a certified technician to perform warranty repairs, however to date we do not offer that support in Canada.	*
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?	We stand behind the OEM warranty and will provide labor/support services to RMA a product under warranty without charge to the customer. The OEM is responsible for the replacement or repair of the faulty part or equipment.	*
51	What are your proposed exchange and return programs and policies?	As stated, we remain responsible for warranty support for the period of warranty stated in our proposal document for the equipment set that is included in the document.	*
52	Describe any service contract options for the items included in your proposal.	CTS can quote extended warranty for all of our services and components as well as offer the entire system in an OPEX contract which includes CTS owning and operating the system without any warranty concerns on the part of the customer. Should a Sourcewell entity choose to utilize a private wireless network as-a-Service (aaS) it does include out of warranty coverage, CTS can provide spares which we keep in inventory at no cost to the customer. If a customer does not choose to operate their network (aaS) solution and we are only providing design services, or build/implementation services or day 2 support services then only the warranty would apply.	*

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services	Maintaining a high level of customer experience requires processes, procedures and professional toolsets that deliver a continually improving level of service and flexibility. In all engagements, issues arise. How CTS handles customer issues can both positively or negatively affect the customer experience, regardless of the richness of the product set. Problem resolution procedures must be developed jointly to ensure that the customer needs and expectations are communicated in a timely and accurate manner. At CTS, our ultimate objective is to meet or exceed the expectations of our customers and theirs. CTS operates a full-service, 24x7x365 Network Operations Center (NOC) in Greenville, South Carolina. CTS provides monitoring and maintenance, repair, and dispatch (MMRD) for WLAN, small cells, DAS, private wireless and fiber-based LAN networks nationally. Our 250+ location MMRD customer base includes the major cellular carriers themselves, third party operators, large public venues, tier 1 transit hubs, acute care medical facilities, and various Fortune 500 enterprises. The CTS NOC is staffed by highly skilled network operation technicians around the clock and is backed- up by ancillary staff in satellite offices located in Chapel Hill, NC and Phoenix, AZ. These locations provide both diverse and redundant stability to our monitoring services. The CTS NOC uses a complement of both software and hardware solutions to receive or intercept all alarm and status communications from the individual components of the network. CTS network operators are trained to observe, track, interpret, analyze, respond to, and repair all levels of related trouble issues to which they are exposed. Specialized NOC employees evaluate, correct, and notify customers of any major alarm. We also offer emergency dispatch from local markets nationwide. CTS operates around the clock for service and support of our Day-2 customer base. Our Operations, Administration and Management system is 100% cloud based for both software and communication pl
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	CTS works with its customers to deliver a carrier grade quality of service solution for private wireless. In order to provide and meet customer needs, CTS often works with the customer to develop and agree on a service level agreement (SLA) and service availability that is right for their needs. An example of the CTS SLA has been uploaded for Sourcewell's entities to review. The example SLA attempts to define how CTS calculates network availability and describes the process for a customer receiving a credit for actual downtime. The SLA outlines support responsibilities of both parties and outlines support practices and procedures. Details of tiered severity of service impacting conditions are paired with a CTS initial response time, updates and time to resolve. CTS's support process operates on a three-tiered technical support structure which is described in detail. An escalation process is identified, customer communications is outlined through closure of a trouble ticket. Additionally, the SLA defines the types of reporting and planned maintenance activities both preventive and corrective.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Payment terms are Net 30	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	CTS can provide financing for its private wireless network-as-a-service upon request. A typical example of financing for as-a-service approach would be: Site Survey & Design an agreed upon upfront fee to cover the Site Survey and Design to determine final Bill Of Materials. Included services included in the financing model would cover the Network Build, Integration, Signal Source and Day 2 Services. All-inclusive Monthly Recurring Rent (MRR) based on BOM. There would be an optional upfront capital payment (non-reoccurring rent or NRR) to reduce MRC. Flexible terms are offered ranging from 3, 5, 7 or 10 years with renewals for 2-5 additional 3, 5, 7, or 10-year terms. There are no annual pricing escalators which ensures easy budgeting. Billing commences upon the build start date. NRR is due on contract (MSA/SOW) execution. Network expansion plans are addressed with an amendment to the existing contract based on an updated network design and BOM. Utilizing the aaS financing model, the benefit provides the customer a set it and forget it option for inbuilding and campus connectivity. Financing (aaS) covers 100% of what goes into providing a quality and reliable signal source through the initial and renewal terms. CTS covers the upfront capital expense and assumes 100% of the operational risk while our Network Operations Center ("NOC") provides monitoring of the network and resolves coverage issues so our customers don't have to worry. Maintenance, Monitoring, Repair and Dispatch: All included in the MRR. There will be no out of pocket capital expense while the Sourcewell entity is under contract with CTS.	*
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.	Our transaction documents are normally driven by the client, but a template can be provided upon request.	*
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?	CTS does not accept P-card procurement and payment process. CTS accepts electronic wire transfers, ACH bank transfers, and company checks as forms of payment.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
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59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	CTS will price and provide an end-to-end managed solution for the private wireless network that is customized to support the customer's use cases and applications. Since CTS is vendoragnostic, we will evaluate different OEM's for RAN, Core Server, and LAN infrastructure (switches, routers, firewalls, etc.) and pick the best of breed equipment that meets customer's requirements. CTS's offers two pricing model options: one option is a fullymanaged service model with a monthly recurring charge (MRC); and the other option is a standard CAPEX + OPEX model where CAPEX includes all one-time capital expenditures and OPEX includes all recurring charges. Prices for both options cover: all materials; equipment; hardware and software; design and installation; commissioning /integration /optimization of the network; licenses and supports; SAS subscription; and Day Two services. Because of many variables involved in the pricing model for a private wireless, CTS will not be able to provide line-item pricing or a SKU for each item. For instance, the price of a private wireless network for a 100K square foot space could vary from \$200K to \$1M total contract value (TCV). This wide variance depends on the internal layout of the space; the network requirements in terms of coverage, speed, latency, etc.; the number of devices to be connected as well as their type and density; QoS and SLA for Day Two; pricing models for 3, 5, 7, 10-year terms; and selection of different OEM products. Additionally, Sourcewell entities can engage and hire CTS for all or one of the following services 1) design services, 2) build/installation & implementation services, 3) run/manage the daily operation, 4) support day 2 services should a customer want only someone to monitor the network.	*
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.	CTS always provides our best price to customers and will commit to provide Sourcewell's customers our best pricing as well. As a value-added reseller (VAR) for many OEM's, CTS usually receives a discount off of MSRP from those OEM's for the hardware and software. The discount varies from 12% to 40%. The pricing provided in our proposal is extremely site specific. We have outlined all the known variables and criteria that impact pricing for both indoor and outdoor private wireless deployments. The price does not represent a discount from MSRP, the price reflects CTS's expert knowledge on designing and delivering a complex private wireless network. CTS is willing to discuss a volume discount for Sourcewell entities.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	The CTS pricing model for a PCN usually includes a fixed number of SIM cards for the initial deployment. CTS will be able to provide a discount on a per SIM basis for any additional order of SIM cards. That discount is volume based: the higher the number of additional SIM cards ordered, the lower cost per SIM to add onto the network	*
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.	If CTS is required to source materials or services from specific suppliers or subcontractors, we will be able to supply it at "cost plus a percentage." The exact percentage will be determined by the type of product or services and the dollar amount	*
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 predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The cost of security escort is usually not included in the pricing model. A few other elements could also impact the pricing model: prevailing wage or union labor requirement; conduit; MBE requirements on materials and services; ISP backhaul; civil and TI of the head-end room; cut/patch/paint; lift or scaffolding; Architectural & Engineering services; HVAC; etc.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery and shipping costs are only billed if they are quoted. Shipping is typically quoted as an "estimated shipping" cost and those costs are charged to the customer.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, delivery and shipping arrangements for Hawaii and Puerto Rico are the treated the same way. Please refer to the CTS answer for question 14 for information regarding Alaska and Canada	*

options offered in your proposal.	CTS doesn't have any unique shipping and or delivery methods. CTS-ordered equipment is shipped to one of our own office locations or to a storage unit location close to the jobsite until the equipment and or material is needed for installation; at that time CTS personnel who are doing the installation will coordinate and/or	*
	bring the material/equipment to the jobsite	

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	CTS approaches every customer with the intent to fully understand their network requirements, use cases and unique operating environment in developing a price. CTS has outlined a very detailed and custom oriented approach to developing a final price for a private wireless network. The pricing provided is a guide that underscores the unique nature of deploying a private wireless network. Our approach to pricing for Sourcewell also reflects CTS's most competitive pricing while delivering exactly what the customer needs are today. CTS maintains the view that the future is always changing, so we work to ensure a network connectivity roadmap for the customer's future needs as well. CTS if awarded a contract is open to a volume based discount structure.

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.	In order to ensure compliance with the proposed Contract with Sourcewell we will be establishing the following process: Participating entities will be charged the amount of the items purchased in accordance with the pricing set forth by CTS. The administrative fee that will be paid to Sourcewell. A report will be sent on each calendar quarter and no later than 45 days after the end of the calendar quarter and will report on total sales recorded. The contract sales activity report will be sent to the Sourcewell Administrator assigned to the contract according to the Contract template provided by Sourcewell. If no sales are recorded, the report will still be sent. The report will contain: participating entity information - (name, address, city, state, zip/postal code, contact name, contact email address, contact telephone number, Sourcewell assigned entity/participating entity number, item purchased description, item purchased price, Sourcewell administrative fee applied, date purchase was invoiced). An audit of the transactions will be conducted to ensure that the administrative fees were paid on all the items purchased under the contract with Sourcewell.
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.	CTS uses a CRM tool to create a sales funnel of opportunities for accounts and would utilize and track new opportunities to review the total number of opportunities, revenues and the profitability of each opportunity. CTS also uses a reporting tool called JHM Tracker that watches over job completion %, burn rates of time and money, materials, etc. These tools in addition to our CRM reports help complete a picture of success and can be applied to any contract.
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.)	If CTS is awarded a contract, CTS shall compensate Sourcewell with an administrative fee for their assistance in facilitating the subsequent contracts. The administrative fee will be calculated as a percentage of the total sales to a customer (participating entities) for contracted services made during a calendar quarter. The administrative fee shall be 2%. The sales total shall be determined based on the net value of services sold, excluding any applicable taxes, refunds, or special exclusions such as freight. The administrative fee calculation and payment shall be conducted on a quarterly basis.

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

Line Item Question	Response *	
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_	Elivelope ID. DC390A6E-F667-4E69-6CE1-9D94C3E1EC6	
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	CTS provides custom, carrier-grade, in-building and campus connectivity solutions for enterprises and mobile network operators, solving and managing the most complex networking challenges. Leveraging our advanced design and network operations centers, CTS provides our customers with industry-leading customer service. Our ability to design, build, run and support connectivity solutions that power our customers' mission-critical applications is unmatched. CTS only provides one solution: the one that's right for the customer, CTS is vendor agnostic, allowing customer requirements to drive the right design, using the right equipment, to fit each customer's specifications, anywhere across the country. From conception to construction to operations, CTS is the trusted connectivity partner. CTS is a full-service provider of private wireless networks with the ability to fulfill every requirement in your RFC, including even the labor for the construction services, all in-house. We have vast experience in providing both turnkey and managed wireless networks to the national operators such as AT&T and Verizon, forty-plus regional cellular network operators, and hundreds of enterprise customers CTS has a 24x7x365 network operations center (NOC) capable of providing any level of managed service support needed for Sourcewell client projects ranging from simple system monitoring to comprehensive remote management. In many cases, the same technicians that installed the system are dispatch for repair services ensuring the highest level of understanding, quality and support. The CTS wireless network solution includes all required hardware, software, materials and services required for the design, installation, operations and support of a network that will provide mission critical connectivity. Specifically, the solution includes Citizens Broadband Services Devices (CBSDs) or DAS infrastructure, cabling, miscellaneous materials, servers, access routers/firewall, CTS customer portal for SIM management and reporting, mobile core sof
72	Describe your supported 911 features and the planning, design, implementation and management products, services and process steps required.	911 is not a regulatory requirement for the typical data services supported by a private wireless network. As a result, it is not performed on a standard private wireless network. The customer may choose to add an optional Multiple Operator Core Network (MOCN) feature that would leverage the same radio network as the private wireless network for cellular coverage from the leading Mobile Network Operators (MNOs) (e.g. AT&T, T-Mobile). If the customer opts into MOCN, CTS works closely with the participating MNOs to ensure that the network meets e911 and all other regulatory requirements for voice services prior to commissioning. CTS has experience working closely with carriers on the design, installation, commissioning and acceptance of MOCN networks, as recognized by our 2022 OnGo Neutral Host Architecture/Solution award. At this point, Verizon Wireless has not commercialized MOCN technology for their customers, however, CTS can provide a Verizon specific solution as an overlay to a private wireless/MOCN network to ensure complete coverage for a three leading MNOs.
73	Describe your solutions, services, and qualifications, for preventing, mitigating, and responding to private wireless network intrusions and attacks.	CTS has obtained its SOC Type II certification that allows CTS to provide fully managed services for Private wireless and other cellular solutions. For the SOC II compliance, CTS deploys network-based intrusion detection and prevention system, and performs testing annually to ensure that network intrusions and attacks are detected, responded, and mitigated as soon as possible. For private wireless network solutions, CTS will establish VPN's through secured IPSec tunnels to communicate to and manage the Core, RAN, and LAN infrastructure securely and safely. CTS adopts the two-step authentication process for protected accesses to any part of the private wireless network solution.
74	For each of the industries listed below (as applicable), describe your understanding of the typical challenges, opportunities, use cases, and solutions for: -Airports -Cities/Governments (local and federal)	CTS has developed a variety of use cases, white papers and other documents to support the customer journey based on our deep and broad experience. A summary of these use cases is attached from the CTS Wi-Q diagnostic tool that enterprises can use to gauge their level of knowledge about private wireless networks. Based on response to eight questions, CTS

- -Universities/Stadiums
- -K-12
- -Healthcare
- -Ports/Warehouses
- -Other

uses a proprietary algorithm to rank customer knowledge and provides appropriate resources to educate the customer about private wireless networks based on their existing level of knowledge. The Wi-Q tool can be completed in as little as 5 minutes and is accessible at https://ctsprivatewi-q.com.

Airports - Airports use cases cover a broad spectrum of areas and applications, much like the functionality of an airport. They include logistics, hospitality, retail and even healthcare use cases. In our experience, airports have interest in private wireless networks on the airfield and apron to provide critical connectivity for access control, baggage handling, Federal Aviation Administration Part 139 Airside Maintenance Tracking, digital signage to aid with airplane docking, video surveillance for intrusion detection, critical infrastructure monitoring (airfields, drainage and retention ponds) and employee communications. Additional use cases inside the airport include connectivity for access control, critical infrastructure monitoring (e.g. baggage carousels, escalators, elevators HVAC, and plumbing), digital signage for passenger infotainment and wayfinding, Common Use System Equipment for passenger processing, video surveillance for safety and security, and employee communications.

There is also an opportunity for airports to resell access to partners such as airlines and retail operators (e.g. restaurants, newsstands, kiosks). Airline would use the network for mission critical operations communications for equipment (machine to machine like unloading historical flight data from aircraft once the flight arrives at the gate, refreshing entertainment content between flights) and employees (baggage handling, maintenance, food and beverage).

Additional information can be found in our Case Study: Metropolitan Airports Commission documenting our private wireless network Proof of Concept at Minneapolis Saint Paul International Airport.

Cities/Governments (Local and Federal) - A private wireless network can provide critical connectivity for a variety of Smart City initiatives that enhance efficiency, provide mission critical connectivity, and support urban management. Smart City use cases include:

Smart Grids and Utilities (real-time monitoring and control of energy distribution, smart meters for efficient energy consumption tracking, remote management of utility infrastructure

Traffic Management (intelligent traffic light control for optimized traffic flow, real-time monitoring of traffic conditions and congestion, predictive analysis to improve transportation planning)

Public Safety and Surveillance:

Enhance public safety with video surveillance and monitoring. Enable quick response to emergencies through connected devices. Implement gunshot detection and predictive policing. Smart Parking:

Monitor parking spaces in real-time for availability.

Enable a mobile app for users to find and reserve parking spots. Optimize parking enforcement through automated systems.

Waste Management:

Implement sensors on waste bins for real-time monitoring of fill levels. Optimize waste collection routes for efficiency and cost savings.

Enhance recycling programs with data-driven insights.

Environmental Monitoring:

Deploy sensors for air and water quality monitoring.
Collect data on noise levels and other environmental factors.
Implement early warning systems for natural disasters.
Smart Lighting:

Implement intelligent street lighting systems for energy efficiency. Adjust lighting levels based on real-time data such as traffic flow. Enable remote management and monitoring of streetlights.

Healthcare:

Facilitate remote patient monitoring and telemedicine services. Implement wearable devices for health tracking and emergency alerts. Enhance healthcare infrastructure with reliable connectivity. Industrial IoT:

Connect and monitor industrial equipment for predictive maintenance. Improve supply chain visibility through IoT-enabled tracking. Enhance overall industrial automation and efficiency.

Education:

Provide high-speed internet access in educational institutions. Implement connected classrooms for interactive learning. Enable remote education initiatives and virtual classrooms.

Tourism and Hospitality:
Offer location-based services for tourists.

Enhance visitor experiences with augmented reality (AR) applications.

Improve public Wi-Fi services for tourists. Agriculture:

Implement precision agriculture with connected sensors.

Monitor soil conditions, crop health, and irrigation systems.

Improve overall farm management with real-time data.

Retail and Commerce:

Implement smart shelves and inventory tracking in retail stores.

Enable cashless and contactless payment systems.

Enhance customer experiences with location-based promotions. Water Management:

Monitor water usage and detect leaks in the water distribution system. Implement smart irrigation systems for optimized water usage. Enhance overall water conservation efforts.

Implementing a private wireless network in a smart city enables seamless communication among various devices and systems, fostering a more connected and efficient urban environment. These use cases contribute to improved sustainability, resource management, and overall quality of life for eith residents.

K-12 - To date, the primary use case for K-12 has been fixed wireless access to student homes or community centers. Many of these deployments have been subsidized by government funding for lower income students that required broadband subsidies. On campus use cases include mobile coverage (using MOCN), video surveillance, access control and building management system connectivity among others.

Healthcare - Healthcare facilities use networks to manage lifesaving communications, administer patient care and improve the patient experience. Healthcare networks must be secure and robust enough to connect people, lifesaving and patient monitoring equipment and medical devices. From critical communications like patient telemetry and medical imaging scans; to tracking mobile diagnostic equipment like medication carts; to non-critical communications like visitors' watching videos in the waiting room: bandwidth use keeps accelerating. Today, many hospitals rely on Wi-Fi for connectivity even as the limits of currently deployed Wi-Fi solutions are reached. Public cellular can fulfill some use cases but has challenges:

- · Existing macro network in-building penetration is wanting
- Carrier funded DAS coverage is more difficult than ever to get unless the enterprise funds the deployment and that can be prohibitively expensive.

The mandates of improving quality of care and lowering costs mean that hospital IT directors should look at new, private, 5G networks. Using CBRS spectrum, healthcare facilities can create their own private wireless networks to benefit from the tremendous advantages of 4G/LTE and 5G cellular technology. Cellular technology security helps achieve HIPAA healthcare requirements, provides high availability for the lifesaving healthcare applications, and creates control and prioritization down to the application level for optimizing the performance of mission-critical monitoring and caregiving applications. Private wireless networks use licensed FCC spectrum and provide reliability, quality of service and true mobility that delivers where Wi-Fi falls short.

A variety of use cases exist in the healthcare environment, including: Ad hoc networks to deliver secure mobile extension of EMR/HER and other medical systems to triage facilities outside facility; i.e., Covid-19; Asset tracking to locate portable monitors, drug dispensing equipment, carts, gurneys and beds;

Building management systems that require low latency, reliable communications for control of lighting, power, plumbing and HVAC systems; Voice and paging of medical staff to provide critical communications for diagnosis and treatment of patients;

Wireless telemetry for patient vitals and drug administration;

Medical imaging transmission of high-definition medical images (i.e., MRI, X-Rays) requiring guaranteed, secure throughput with low latency;

Employee Health Record (EHR)/Employee Medical Record (EMR) platform access that requires secure, reliable wireless network;

Mobile device access for In-building voice and data coverage for staff, facilities and guest access;

Non-critical telemetry for periodic collection of medical data from sensors and monitors where guaranteed throughput and network performance are required;

Video for patient identity verification before treatment, moves or drug administration:

Robots/AMRs that clean and sterilize rooms and equipment; and Thermographic screening that utilizes video surveillance and analysis for automated, no touch, long distance temperature screening of individuals entering facilities.

Please refer to the CTS Private Cellular Network Use case guide PDF in the uploaded documents.

	1		_
75	Describe your PWN solutions regarding IoT use cases and associated deployment maturity (ex: conceptual, lab, pilot in-progress, pilot complete, permanent deployment in-progress, permanent deployment fully commissioned, and project closed out). Describe your experience with both simple and complex IoT deployments.	CTS has completed multiple permanent deployments in commercial production for IoT use cases using our own private wireless network solutions. These solutions are based on Druid Core and various RAN solutions (AirSpan, JMA, and Nokia). For a simple IoT deployment, CTS will use LTE-native IoT modules or IoT gateways such as Cradlepoint or BEC to connect IoT devices to the PWN solution. CTS has successfully deployed private wireless network solutions for simple IoT use cases that involve only one type of sensor and also complex IoT use cases that involve up to 20 different type of chemical, electrical, and mechanical sensors. For complex IoT deployments, CTS will define various APNs within the private wireless network that have difference QoS and performance requirements. The different IoT devices can be connected to the corresponding APNs by using different SIM profiles programmed for those specific APNs.	*
76	Describe your solutions, services, and best practices for designing and deploying multiple geographically separated sites, as one PWN network (ex: two airports owned and operated by a city, extending enterprise systems) and as separate networks.	CTS' private wireless network solution is based on a cloud-based platform for Druid license management, radio management systems, and our monitoring platform for OA&M. At each site, CTS will deploy an edge node that includes a 4G/5G gateway for Druid Core, RAN, firewall, and router. The edge node will communicate with the CTS' cloud platform via VPN in a secured IPSec tunnel. This architecture allows the easy deployment of multiple geographically separated sites as one private wireless network. If customer wants to deploy as separate networks, CTS will deploy the full core at each site, and manage them as separate networks through our NOC.	*
77	Describe your products and services offered for: -Maintaining seamless and continuous connectivity of EUDs -Traversing between PWNs of the same and different PWN manufacturer solutions -Ownership by the same (ex: delivery trucks driving between local, regional, national warehouses) and different Enterprise (ex: aircraft interoperability between airport PWNs)	Maintaining seamless and continuous connectivity is handled by the mobile core network, the Evolved Packet Core (EPC) for LTE/4G or the 5G Core (5GC) for 5G. Seamless connectivity between cells is handled by the cellular core in concert with the Radio Access Network as a key functionality of cellular communications. Cellular technology benefits from a global standardization process that has driven vendor interoperability between different OEM solutions. The CTS solution is designed and engineered to support interoperability between OEMs, much like the global Mobile Network Operators. Connectivity would be managed across multiple networks by enabling roaming. If CTS manages all of the networks, we can enable the roaming today, seamlessly. End user devices within the same enterprise can be set up to roam between different deployments with the same enterprise (local, regional and national warehouses) or selective access can be provided to only access specific networks. Virtual networks can also set up within a location. For example, devices can be limited to only access a network in certain part of the warehouse and barred from more secure parts of a warehouse. Roaming between different enterprises can be accomplished using standards and technology developed to allow global cellular carriers to roam with one another. It requires either direct integration between the networks or integration with a roaming hub. CTS has defined an architecture to accomplish this requirement, but has not had any customers request this service to date. Upon demand, CTS can deploy a technical solution that would enable the roaming, subject to both parties engaging in a roaming agreement.	*
78	Describe how your solutions and offerings will support future load-sharing of wireless communications between WiFi, Distributed Antenna Systems (DAS), CBRS, and other communications technologies.	CTS' Private wireless network solutions and other service offering are constantly evolving to meet our customer needs. We have the capability to integrate CBRS-based PWN solution with all kinds of DAS solutions; CTS provides the eSIM solution that utilizes the dual-SIM capability to allow the end users to both public cellular and PWN solutions; CTS can offer MOCN Neutral-Host through CBRS-based PWN that combine all public and private use cases onto one single network; CTS has a common management platform that supports all wireless communication technologies and load-sharing between different technologies.	*
79	Describe how your PWN can operate and be managed as a converged, unified, and integrated extension of other enterprise telecommunications networks and infrastructure solutions (cabled and wireless).	CTS' PWN solution could utilize the enterprise's LAN infrastructure and be integrated into the enterprise's IT and OT solutions by setting up dedicated VLAN's and IP subnets for the PWN use cases and applications. By deploying a MEC, CTS could integrate the PWN end user data with enterprise application servers. The PWN solution can also be integrated with enterprise AAA application server for authentication and management. As part of CTS managed service, CTS provides a customer portal that allows customer to manage and operate the PWN network as a converged, unified, and integrated extension of their existing infrastructure solution	*

80	Describe your ability to integrate with distributed antenna systems.	CTS has the capability to integrate PWN with DAS in multiple different ways. For a traditional fiber-coax based DAS, CTS could deploy a DRAN type of PWN where a PWN radio is installed at each IDF that hosts the remote unit for DAS. The outputs of PWN radio and DAS RU could be combined using a diplexer or hybrid combiner and then feed the common DAS infrastructure. For a small cell type of DAS, CTS would deploy a similar architecture for PWN using Small Cells, and utilize another fiber pair or CAT cable while sharing the same LAN infrastructure. For an active Edge type of DAS, CTS could deploy the PWN radios at the head-end and upgrade the edge remote units to include CBRS band for the PWN deployment	*
81	Describe your PWN solutions regarding IoT use cases and associated deployment maturity (ex: conceptual, lab, pilot in-progress, pilot complete, permanent deployment in-progress, permanent deployment fully commissioned, and project closed out).	CTS has completed multiple permanent deployments in commercial production for IoT use cases using our own PWN solutions. These solutions are based on Druid Core and various RAN solutions (AirSpan, JMA, and Nokia). For a simple IoT deployment, CTS will use LTE-native IoT modules or IoT gateways such as Cradlepoint or BEC to connect IoT devices to the PWN solution. CTS has successfully deployed PWN solutions for simple IoT use cases that involve only one type of sensor and also complex IoT use cases that involve up to 20 different types of chemical, electrical, and mechanical sensors. For complex IoT deployments, CTS will define various APNs within the PWN network that have difference QoS and performance requirements. The different IoT devices can be connected to the corresponding APNs by using different SIM profiles programmed for those specific APNs.	*
82	Describe your approach, process, and timeline for testing and implementing software updates to the PWN.	As part of managed services provided by CTS, we have the capability to support full life-cycle-management (LCM) for all software and hardware updates. For every PWN solution CTS provides, we will have a similar setup stood up at our technology lab located at our NOC or Design Center. When software updates are available for any component of the PWN, CTS will test and fully vet these updates at the lab setups. At a predetermined time interval (quarterly, semi-annually), CTS will schedule a maintenance window with the customer and implement only the updates that have been approved by CTS engineering team.	*
83	List and describe your various core solution options offered (ex: on-premises, cloud, hybrid, distributed, core services platform) and key differentiators. For each solution, describe the your experience deploying and managing the solution.	CTS can support various core solution architectures including on-premise, cloud, or hybrid. On premise is the most expensive option, however it provides the highest security and greatest performance in terms of throughput and latency. Hybrid deployments benefit from separating the user plane and control plane traffic, moving the network signaling and control to the cloud for a more cost-effective option, while maintaining much of the security and performance of the on-premise architecture by keeping the user plane data onsite. Cloud architecture can be supported out of the CTS data cloud enabling a customer to quickly deploy services at a low cost, at a lower performance than on premise or hybrid. An on-premise or hybrid architecture can be distributed across an enterprise in multiple deployments for resiliency, such as deploying a solution across one or more data centers serving multiple locations.	*
84	Describe your solutions for connecting end user devices that do not natively support PWNs. Note which of your solutions apply to 4G, 5G, and 4G/5G combined networks.	For devices that do not natively support Band 48 (the CBRS band) for a PCN, CTS can be deployed via a variety of commercial gateways from well-respected companies such as Cradlepoint, Sierra Wireless or BEC. These gateways can bridge the PCN to a non-native device using ethernet or Wi-Fi connectivity.	*
85	Describe your mobile edge computing (a.k.a. multi- access edge computing) (MEC) PWN solutions and their key differentiators. For each, describe your experience deploying and managing the solution, as well as associated use cases.	CTS offers two types of MEC PWN solutions: full on-premise MEC deployment and cloud-host MEC solutions. In the full on-premise MEC deployment, all PWN components are installed on premise, and data plane is broken out separately so that user data will stay on premise. CTS has deployed this type of MEC solutions for mission critical and data sensitive use cases, such as in manufacturing and warehousing. The cloud-host MEC solution will have the control plane and data plane all communicating through the cloud (public cloud or CTS-hosted). CTS has deployed this type of MEC solution for loT use cases such as in mining or utilities.	*

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

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

Line Item	Category or Type	Offered *	Comments	
86	Assessment and strategy	r Yes ∩ No	nothing additional	
87	Network design, migration, and deployment, including network configuration and Spectrum Access System (SAS) registration		nothing additional	*
88	Acquisition and installation of needed equipment to support the private wireless network	© Yes ○ No	nothing additional	*
89	Ongoing operations, maintenance, planning, expansion, and upgrading of the private wireless network and related components	€ Yes € No	nothing additional	*
90	Related network component solutions, such as private wireless network (PWN) cores, SIMs, radio access networks (RANs), gateways, end user devices (EUDs), network management tools, and products	© Yes ○ No	Yes, with the exception that the End User Devices are typically provided by the customer. CTS has relationships with some End User Device OEMs and can make introductions as required.	

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

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

Line Item	Category	Product/Service	Offered	Explain *	
91	System Features and Capabilities:		YesNo	yes	
92		Multi-tenant support (network segmentation/slicing)	YesNo	yes	*
93		Roaming from: Private-to-public networks Public-to-private networks Private-to-private networks	© Yes	Private to public - Yes. While CTS does not have this capability today, we have developed the architecture for a solution and are willing to implement a service based on customer demand. This would involve integration with a third party roaming entity that provides mobile roaming services for the solution. CTS would implement and manage the service on behalf of customers that request the service. Public to private - Yes. While CTS does not have this capability today, we have developed the architecture for a solution and are willing to implement a service based on customer demand. This would involve integration with a third party roaming entity that provides mobile roaming services for the solution. CTS would implement and manage the service on behalf of customers that request the service. Private to private - Yes. The solution will vary based on who hosts or manages each private network. If CTS hosts or manages all of the networks, we can manage the roaming today. If CTS does not host one of the networks, it will require integration between CTS and the third party hosting or managing the other private network. CTS is willing to perform and	**
				manage the service.	
94		Performance monitoring	 Yes No	yes	*

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95		Multi-network roaming	G YesC No	yes
96		Radio site capacity	YesNo	yes
97		Bandwidth and throughput		yes
98		Mode (4G only, 4G to 5G Upgrade, 4/5G mixed mode, 5G only)	ெYes ∩ No	Yes. CTS can deliver any of these four options today, although the 4G/5G mixed mode limits us to a smaller set of radio OEMs than we would typically use. Most small cell vendors support either 4G only, 4G to 5G as a hard cutover, or 5G only.
99		Quality of Service (QoS)	ତ Yes େ No	yes
100		Network Slicing	C YesC No	yes
101	Network Components:		YesNo	yes
102		High Availability		yes
103		Indoor RAN	YesNo	yes
104		Outdoor RAN		yes
105		Open/proprietary RAN	€ Yes	yes
106		Open/proprietary Core		yes
107		SIMs	€ Yes	yes
108		End User Devices	C Yes ⓒ No	End User devices are typically provided by the customer. CTS has relationships with some End User device OEMs and can make introductions as required.
109		Gateways		yes
110	Design and Installation Services:		ଜ Yes େ No	yes
111		RF Design		yes
112		System Design	€ Yes	yes
113		Radio Installation	€ Yes	yes
114		Core Installation	€ Yes	yes
115		System integration and testing	€ Yes	yes
116		Application integration support	€ Yes	yes
117		Network slicing	€ Yes	yes
118		Operations, Maintenance and Administrative Services:	€ Yes € No	yes
119		Spectrum Access System		yes
120		Network monitoring	€ Yes	yes CTS can provide 24x7x365 network monitoring

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Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - Pricing CTS PWN Pricing Sourcewell FINAL.pdf Tuesday February 20, 2024 13:40:29
 - Financial Strength and Stability CTS Financial background.zip Tuesday February 20, 2024 07:06:46
 - <u>Marketing Plan/Samples</u> CTS+PCN+Commercial+Real+Estate+datasheet+20230207+(1).zip Tuesday February 20, 2024 06:55:24
 - WMBE/MBE/SBE or Related Certificates CTS MBE Certifications.zip Tuesday February 20, 2024 07:10:30
 - Warranty Information CTS Subcontractor Warranty Letter (1).pdf Monday February 19, 2024 16:10:09
 - Standard Transaction Document Samples CTS MSA template draft 112823 (1).pdf Monday February 19, 2024 16:09:50
 - <u>Requested Exceptions</u> RED LINE Doc RFP_020624_Private_Wireless_Contract_Template (1).docx Monday February 19, 2024 16:08:27
 - Upload Additional Document EXAMPLE Template PCN SLA as of 231025.pdf Monday February 19, 2024 16:20:43

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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;
 - 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

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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. - Thomas McCloskey, Chief Operating Officer, Communication Technology Services, LLC (CTS)

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.

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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_7_Private_Wireless_Services_RFP_020624 Fri February 2 2024 10:45 AM	⋈	1
Addendum_6_Private_Wireless_Services_RFP_020624 Wed January 31 2024 08:09 AM	₽.	1
Addendum_5_Private_Wireless_Services_RFP_020624 Tue January 30 2024 12:22 PM	₽	3
Addendum_4_Private_Wireless_Services_RFP_020624 Fri January 26 2024 03:28 PM	⋈	2
Addendum_3_Private_Wireless_Services_RFP_020624 Wed January 24 2024 04:00 PM	⋈	3
Addendum_2_Private_Wireless_Services_RFP_020624 Thu January 18 2024 08:22 AM	⋈	2
Addendum_1_Private_Wireless_Services_RFP_020624 Fri January 12 2024 02:04 PM	V	1