

**Solicitation Number: RFP #020624****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Mobile Communications America, Inc., 135 North Church Street, Suite 310, Spartanburg, SC 29306 (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.

B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 3, 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.

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

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell 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 Sourcwell 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 10 business days at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products within 10 business days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to 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 Sourcwell to immediately terminate this Contract for default.

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

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

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

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

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

## **19. COMPLIANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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



# RFP 020624 - Private Wireless Services with Related Solutions

---

## Vendor Details

Company Name: Mobile Communications America, Inc.  
135 North Church Street, Suite 310  
Address: Spartanburg, SC 29306  
Contact: Shawn Bloomfield  
Email: shawnbloomfield@callmc.com  
Phone: 610-428-0030  
HST#:

## Submission Details

Created On: Thursday February 15, 2024 12:21:36  
Submitted On: Tuesday February 20, 2024 15:50:12  
Submitted By: Shawn Bloomfield  
Email: shawnbloomfield@callmc.com  
Transaction #: 41f13d97-a531-4b04-94a1-f190f27c5f03  
Submitter's IP Address: 207.172.48.193

---

## 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")	Mobile Communications America, Inc. (MCA)
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 7Z6M6 SAM #: XLBFJJK5K864
5	Proposer Physical Address:	135 North Church Street, Suite 310 Spartanburg, SC 29306
6	Proposer website address (or addresses):	www.callmc.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):	Dave Walton, President 135 North Church Street, Suite 310 Spartanburg, SC 29306 DaveWalton@callmc.com (704) 562-8596
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Shawn Bloomfield, Business Development Manager 135 North Church Street, Suite 310 Spartanburg, SC 29306 shawnbloomfield@callmc.com (610) 428 0030
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

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

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Mobile Communications America (MCA) is a trusted advisor for wireless communications, data, and security solutions. We understand that navigating the incredibly complex information landscape involves challenges like bridging communication gaps, overcoming security obstacles, and shielding against data threats.</p> <p>In the private wireless space we do this with best-in-breed technology manufacturers and service partners such as InfiniG, Nokia, Microsoft, and AirSpan.</p> <p>Our certified team of technology experts is dedicated to crafting solutions tailored specifically for each customer. Our local sales and service teams spread across 14 states and 90 locations are more than just support; they're steadfast companions, ensuring customers feel empowered and valued throughout their partnership with us. Our promise at MCA is to provide customers not just with solutions, but with the assurance and ease that come with them, allowing them to manage their organization clearly, confidently, and successfully. We strive to be friendly and easy to work with. A mature group of industry veterans and subject matter experts.</p> <p>Please see attached MCA Overview for more details.</p>
11	What are your company's expectations in the event of an award?	MCA expects to feature the Sourcewell procurement vehicle as a preferred method of contracting for the private wireless services offered in our proposal.
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.	Please see attached Bonding Capacity Letter.
13	What is your US market share for the solutions that you are proposing?	MCA is a privately-owned company and does not provide this information.
14	What is your Canadian market share for the solutions that you are proposing?	MCA does not currently conduct business in Canada.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	A. MCA is a reseller and systems integrator of the products and services offered in this proposal. Please see attached authorization letters for the manufacturers relevant to this proposal.
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.	Please see attached Licensing document.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A

**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	MCA's Neutral Host-as-a-Service (NHaaS) partner, InfiniG, was recently nominated for the OnGo Alliance award for CBRS Neutral Host Solutions Excellence.	*
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 27%	*
21	What percentage of your sales are to the education sector in the past three years	Approximately 16%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>MCA holds various state contracts such as:            NASPO Security &amp; Fire Protection Services (2023-2028)            HGAC (Radio Communications/Emergency Response Equipment RA05-21)            North Carolina Sheriff's Association (22-01-0303)            North Carolina Dept of IT (C725G Two-Way Radio Communications Equipment Contract)            NALPC            Georgia Technology Authority (GTA DIRECT NETWORK SERVICES - Contract # 98000-00000-4666)            Texas Department of Information Resources (DIR-CPO-4494), and            South Carolina.</p> <p>MCA's sister company, CodeLynx, Inc., a Microsoft Azure Cloud Services Provider (CSP), hosts the MCA Private 5G core services for operational use cases. CodeLynx holds the following NASPO ValuePoint contract:            Cloud Solutions (2016 - 2026)            MCA and CodeLynx are privately-owned companies and do not disclose sales volume information.</p>	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>CodeLynx holds the following GSA contracts:            GSA Schedule 70 IT Services Contract (GS-35F-0012V)            GSA MAS Schedule Contract (GS-07F-0191W)            MCA and CodeLynx are privately-owned companies and do not disclose sales volume information.</p>	*

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
Arizona State University	Juan Santiago	+1 (847) 867-1836	*
City of Pasadena, TX	Trent Moser	+1 (281) 678-5771	*
University of Virginia	Seth Sweetser	+1 (919) 810-8891	*

**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 *	
University of Tennessee	Education	Tennessee - TN	3rd Party Operation (3PO) and maintenance of the Neutral Host Cellular Distributed Antenna System.	MCA is a privately-owned company and does not provide this information.	MCA is a privately-owned company and does not provide this information.	*
University of Virginia	Education	Virginia - VA	Neutral Host Cellular Distributed Antenna System Design, Deploy, Maintain	MCA is a privately-owned company and does not provide this information.	MCA is a privately-owned company and does not provide this information.	*
Social Security Administration Headquarters	Government	Maryland - MD	Cellular Distributed Antenna System Design, Deploy, Maintain	MCA is a privately-owned company and does not provide this information.	MCA is a privately-owned company and does not provide this information.	*
Oklahoma City Convention Center	Government	Oklahoma - OK	Neutral Host Cellular Distributed Antenna System Design, Deploy, Maintain	MCA is a privately-owned company and does not provide this information.	MCA is a privately-owned company and does not provide this information.	*
Mansfield Independent School District	Education	Texas - TX	Neutral Host Cellular Distributed Antenna System Design, Deploy, Maintain	MCA is a privately-owned company and does not provide this information.	MCA is a privately-owned company and does not provide this information.	*

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

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

Line Item	Question	Response *	
26	Sales force.	MCA employs ~250 sales personnel across 14 states and is growing.	*
27	Dealer network or other distribution methods.	MCA is a value added reseller and systems integrator of products manufactured by best-in-breed companies such as Nokia, Airspan, Motorola, Sierra Wireless, Digi, Cradlepoint and others. Infinity Technologies, a division of MCA, is a value-added distributor for Nokia products and services throughout the US and has been assisting in the design and deployment of private wireless systems for the past few years.	*
28	Service force.	MCA employs ~500 service related personnel across 14 states, 90+ service centers, and is growing. We also have access to a network of service professionals throughout the US.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	MCA will handle sales inquiries and orders directly from participating entities across the US. Sales personnel will provide consultative assistance to determine the right fit of private wireless solutions. Proposals will be created and presented. Purchase orders will be collected and processed directly by MCA. MCA will fulfill the order with in-house order fulfillment, project managers, and technical staff. Account managers will follow-up with customers to ensure complete satisfaction.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	MCA is the single-point-of-contact for customer service. We will handle and resolve all service related questions and issues related to the proposed private wireless solutions. We aim to resolve all issues in the fastest possible timeframes while honoring safety, industry guidelines and regulations, and severity of the impact. Our organization is built around critical systems for life-saving operations, so it's in our DNA to resolve matters quickly and effectively. Service Level Agreements with specific timeframes to respond and resolve, remote and onsite, are available and priced on a per project basis.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	MCA is ready to provide private wireless solutions to participating entities across the entire US. We have an extensive network of MCA service centers across 14 states and are growing that footprint. We also have access to a network of nationwide service personnel that are qualified to provide smart-hands technical support outside of our geographic footprints. We are also willing to train customer personnel on smart-hands maintenance tasks in order to reduce costs and increase efficiencies.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Not yet available in Canada	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Not yet available in Canada	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	No restrictions across all US states and territories	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions across all US states and territories	*



**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	MCA has an extensive sales and marketing force dedicated to using all channels of communication to promote a Sourcewell Private Wireless contract opportunity. We provide consultative assistance via meetings in-person, over the phone, or over the web; webinars; conference exhibitions and industry association meetings. Please see the attached marketing materials as an example of the straightforward communications we provide related to the private wireless solutions we are proposing. We don't bog down customers with technical gibberish. Clear, meaningful data that's gets to the heart of matters. When technical documentation is needed, we have no problem providing any volume of information to satisfy the most technical customer staff and consultants. We have ready access to the system and marketing document libraries of the technology providers we partner with.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	MCA uses web, email and phone business development and lead generation methods. Platforms such as LinkedIn are leveraged, as are industry articles published by bloggers and other news outlets.
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?	We view Sourcewell as an educational starting point to alert their members to the existence of this new contract vehicle. MCA will make it a primary point to their SLED customers that Sourcewell is a preferred contract vehicle for private wireless solutions offered under this proposal. We would be very happy to participate in Sourcewell hosted webinars, podcasts and articles to build awareness and relevancy of private wireless to Sourcewell members.
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.	As it relates to the custom engineered, private wireless solutions being proposed, we do not offer these through an online ordering portal. However, MCA does have professional communications devices available for purchase on an e-commerce platform called Amerizon, managed in-house by a division within MCA. Visit <a href="https://www.amerizonwireless.com">https://www.amerizonwireless.com</a> to see our e-commerce capabilities for professional communications devices.

**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.	Because this is a turnkey and managed solution sold as a service, training is not entirely applicable. However, there are opportunities for customers to participate in smart-hands maintenance tasks, for which training and shadowing will be offered during the installation phase of the project.
41	Describe any technological advances that your proposed products or services offer.	To our knowledge, no other vendor currently offering Private Wireless Neutral Host services are able to provide both AT&T and T-Mobile coverage at this time. That is a key differentiating factor of our service enabling partner, InfiniG, who pioneered this solution at Meta (Facebook). It is also the only solution to have been tested and certified with Verizon, though Verizon has not yet approved general availability. If Verizon decides on a local market basis to approve the service, the InfiniG solution is the "easy button" to instantly add that coverage to the private wireless neutral host network. No changes would have to be made onsite. It's only a change made in the cloud and coordinated with the local Verizon engineering team serving the area of the customer. To our knowledge, no other team has tested and certified this MOCN (multi operator core network) roaming solution with Verizon.
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.	N/A
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.	N/A
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.	N/A
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?	Sourcewell participating entities make up a sizable portion of the "middleprise" market segment (with buildings less than 1M square feet) that has largely suffered from a lack of reliable, in-building cellular coverage options. This market also has a sizable flow of visitors, students, employees and volunteers, making them particularly vulnerable environments to operate without adequate cell coverage. MCA with InfiniG delivers dedicated signal source from two of the three major carriers (AT&T and T-Mobile) over a secure encrypted internet connection and broadcasts their service over a CBRS private wireless radio access network. We seamlessly deliver both carriers as well as an optional private wireless network layer for operational use cases. We do this on an IT-friendly infrastructure that's much easier to operate and maintain than traditional coax based DAS systems. This empowers Sourcewell participating entities to participate in the installation and maintenance of the solution if they so desire and are qualified to do so. Additional savings would be passed on to them.

**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?	Yes, 1 year parts and labor. Onsite spares are available.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Products must be operated for original intended use only and be kept operating within the manufacturers power and environmental specifications. Other normal exceptions apply such as damage due to weather, war, terrorism, and crime.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Onsite support plans are available.
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?	Onsite support plans are available throughout the US only. Customers who are qualified and trained to self-maintain will pack, ship and replace failed components after receiving an RMA by calling or emailing MCA support.
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?	MCA will cover warranty service for items made by other manufacturers that are part of our proposal.
51	What are your proposed exchange and return programs and policies?	MCA offers a return for repair (45 day) and advanced exchange (Next Business Day) hardware replacement service for the small cells, which comprise the vast majority of the hardware being provided for the private wireless solution. Other hardware component timeframes will vary by type and manufacturer and will be outlined on a per project basis. Failed components should be returned within 10 business days.
52	Describe any service contract options for the items included in your proposal.	Service contract options include the following: -Bronze Support (M-F, 8-5, Phone Support) -Silver Support (M-F, 8-5, Phone Support + Onsite Response for Critical Failures) -Gold Support (24/7/365 Phone Support + Onsite Response Onsite for Critical Failures)

**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	Because this is a carrier-supported service, MCA and InfiniG hold to strict KPI's and service level agreements to mobile network operator standards that ensure operation of proper 911 call routing and Wireless Emergency Alerts to smart phones.
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	There is an extensive list of KPI's we adhere to for compliance with the mobile network operators obligations to support 911. These include RSRP, RSSI, SINR, Throughput Performance, Handover Success Rates, Uptime, etc.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Standard payment terms are Net 30 and methods are EFT or check.
56	Describe any leasing or financing options available for use by educational or governmental entities.	Leasing options are available for non-recurring charges and such options are evaluated on a per project basis.
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.	There is an End User Agreement (EUA) that needs to be signed by customers of the Neutral Host service. This is largely due to the stringency with which the mobile network operators (MNOs) view the local private wireless network over which their state and federally regulated services ride upon. The most salient flow-down terms from the MNOs are included in our Terms and Conditions attachment. There are only a few but they are mandatory. A full sample EUA will be provided closer to contract award.
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?	P card purchasing for non-recurring charges would have a 2% convenience fee as this is not one of our standard 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 *
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.	The Neutral Host cell service over private wireless is an engineered solution. Pricing will vary on a building by building basis, depending on obstruction density inside the structure, number of floors, total area needing coverage, etc. We have provided a bundled unit price for the initial setup and the annual service. The number of required units will depend on the final engineered solution. Pricing examples are provided. Please see attached pricing page.
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.	MCA sees the market need and value of Sourcewell contracting. We are offering a 15% discount off list for Sourcewell members.
61	Describe any quantity or volume discounts or rebate programs that you offer.	These will be evaluated on a project basis.
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.	Our solution is sold as a turnkey service, not a catalog of open market items.
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	MCA will price each offer as an all-inclusive, engineered solution.
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, shipping, and delivery are included in the bundled unit pricing provided.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery are included in the bundled unit pricing provided.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	d. other than what the Proposer typically offers (please describe).	This is a relatively new solution being offered to the marketplace. There is little else to compare it to. For fast market adoption, MCA is offering a steep discount level considering these are custom engineered solutions.

**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.	MCA has an extensive contracts management and sales operations group that communicate and monitor the proper handling of sales and deployments according to the applicable contract terms and condition. This will be ensured for all Sourcewell related procurements. The MCA enterprise resource planning (ERP) system will be employed to ensure that all Sourcewell procurements are tagged and tallied on a quarterly basis for proper remission of fees to 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.	Total sales of private wireless solutions. Total sales of private wireless solutions tagged to the Sourcewell contract vehicle. Total close rate of leads that are tagged to the Sourcewell 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.)	MCA will pay Sourcewell an administrative fee equal to 2% of the total one-time coverage cost of a neutral host solution to participating members.

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

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	InfiniG's innovative Neutral-Host-as-a-Service (NHaaS) solution provides reliable and cost-effective in-building mobile coverage for buildings big and small. NHaaS extends the Mobile Network Operator's (MNOs) public cellular service inside buildings using small radio nodes that share CBRS airwaves, new LAN infrastructure, and the building's existing broadband service to connect each mobile user to their MNO. The MCA InfiniG NHaaS solution includes all required equipment and services to extend MNO networks into a building, at a significantly lower cost than DAS and with much more reliable coverage than cellular repeaters.
72	Describe your supported 911 features and the planning, design, implementation and management products, services and process steps required.	All 911 features are supported, including location accuracy down to a single radio node. No additional process steps are required.
73	Describe your solutions, services, and qualifications, for preventing, mitigating, and responding to private wireless network intrusions and attacks.	The InfiniG solution has been vetted by all three MNOs and by Meta (Facebook) to their stringent security and privacy standards.



74	<p>For each of the industries listed below (as applicable), describe your understanding of the typical challenges, opportunities, use cases, and solutions for:</p> <ul style="list-style-type: none"> <li>-Airports</li> <li>-Cities/Governments (local and federal)</li> <li>-Universities/Stadiums</li> <li>-K-12</li> <li>-Healthcare</li> <li>-Ports/Warehouses</li> <li>-Other</li> </ul>	<p>Everyday tasks have become increasingly dependent on mobile devices, with the bulk of mobile usage (~80%) moving indoors in recent years. In-building mobile coverage is a universal need that cuts across all of these vertical industries.</p> <p>In addition, all of the industries cited are facing an overwhelming traffic load on WiFi networks, many of which are shared for public and private use. As part of or standalone to the NHaaS offer, MCA offers a private network layer option to offload operational use cases from congested WiFi networks. Sensitive data can be maintained onsite using a hybrid cloud architecture offered by MCA. Besides the NHaaS application, the following use cases are being implemented on private wireless networks:</p> <p>Airports - push-to-talk devices and applications, baggage tracking, environmental sensors, video surveillance, and more;</p> <p>Cities/Govt's - WiFi backhaul using fixed and mobile CBRS gateway routers, video surveillance, environmental sensors, smart transportation applications, and more;</p> <p>Universities/Stadiums - push-to-talk devices and applications, point-of-sale wireless access, video surveillance, pop-up activity support, situational awareness, and more;</p> <p>K-12 - WiFi backhaul over fixed wireless access for remote learning;</p> <p>Healthcare - WiFi offload for sensitive, fixed and mobile devices and applications;</p> <p>Ports/Warehouses - autonomous vehicles, forklifts and robots, push-to-talk devices and applications, environmental sensors, video surveillance, and more.</p>
75	<p>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.</p>	<p>Various IoT use cases were commercially deployed at Meta. When a neutral host service is deployed, InfiniG treats the private network layer, say for IoT, as just another MNO. The private PLMNID is advertised over the air and automatically routes private traffic to the MCA Private Core. The MCA private core service is architected by our sister company, CodeLynx, a Microsoft Cloud Services Provider (CSP).</p> <p>MCA was closely involved in the pilot deployment and testing of a private wireless network for one of the largest electrical utilities in the US. This was done in concert with Nokia, a close technology partner to MCA. Other private wireless implementations in full operation were completed in Pasadena TX for point-of-sale mobility at the Convention Center, the County of Harris TX for a countywide CBRS deployment to handle remote learning and other smart city use cases. MCA stands ready to tackle the most stringent use cases by leveraging our PWN IOT technology partners such as Nokia, Microsoft, CodeLynx and others.</p>
76	<p>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.</p>	<p>InfiniG's NHaaS core service resides in the Cloud, so geographical distribution comes naturally. Each building uses their broadband service to connect to the InfiniG service, and from there to the MNO's core network. If a private network is required, then InfiniG has the ability to route that traffic to the MCA private core, powered by Microsoft Azure.</p>
77	<p>Describe your products and services offered for:</p> <ul style="list-style-type: none"> <li>-Maintaining seamless and continuous connectivity of EUDs</li> <li>-Traversing between PWNs of the same and different PWN manufacturer solutions</li> <li>-Ownership by the same (ex: delivery trucks driving between local, regional, national warehouses) and different Enterprise (ex: aircraft interoperability between airport PWNs)</li> </ul>	<p>In the context of NHaaS, the MNO functionality is maintained thru the InfiniG service and the locally installed radio access network.</p> <p>In the context of an optional private network layer, the EUD authentication and seamless handovers are handled by the private core. Only EUDs with SIM cards that have been pre-approved in the private core are allowed on the private network layer.</p> <ul style="list-style-type: none"> <li>- Manufacturer does not matter as long as they comply with 3GPP standards. As long as the SIM card is authorized in the private core, the EUD can traverse between the same administrative private networks.</li> <li>- Service provider or network ownership does not matter as long as they comply with 3GPP standards. As long as the SIM card is authorized in the private core, the EUD can traverse between the same administrative private networks.</li> </ul>
78	<p>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.</p>	<p>The InfiniG neutral host service (NHaaS) immediately addresses the sharing paradigm by leveraging a single CBRS network to offload traffic from congested WiFi networks and aging DAS systems. It provides native core signaling to AT&amp;T and T-Mobile subscribers as well as an option for private core signaling to devices needing to access a more secure, more robust operational network layer.</p>
79	<p>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).</p>	<p>The neutral host and private network layers integrate seamlessly into standard IT infrastructure such as POE++ switches and Cat5/6 ethernet cabling. The network segmentation, routing and cybersecurity protocols are fully customizable and able to be integrated into the same organizational posture as existing networks.</p>
80	<p>Describe your ability to integrate with distributed antenna systems.</p>	<p>The InfiniG neutral host and MCA private network layer solutions do not integrate into DAS systems. They operate on a shared small cell infrastructure that provides a lower-cost alternative to DAS. If a DAS already exists then it is likely that the in-building coverage problem we solve has already been addressed.</p>

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).	Please see response to question 75.	*
82	Describe your approach, process, and timeline for testing and implementing software updates to the PWN.	The InfiniG and MCA Private Core service (powered by Microsoft Azure) includes all software updates and security patches and are applied automatically as needed at no additional cost. This is a requirement established by the MNOs to allow their customer's traffic on this network.	*
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.	MCA can add an optional private wireless network layer powered by our Microsoft Azure Private Wireless Cloud Service. This option is deployed for operational use cases where customers desire to offload traffic from congested WiFi networks and onto the private cellular network that offers true mobility, better security and lowest latency. It is a hybrid cloud solution whereby an edge appliance server is installed onsite to keep payload data local and ensure critical use cases perform at their best.	*
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.	MCA has a Cellular Networking Solutions (CNS) team based out of Chapel Hill, NC, that for 20 years has been designing, integrating and kitting turnkey cellular gateway solutions for major customers across all industries. Brands such as Sierra Wireless (SemTech), Digi, and Cradlepoint recognize MCA as a top partner in the US. EUDs that don't natively have cellular radios will need a cellular to IP adapter or gateway router. Various such adapters are available commercially. We have one of the industry's leading teams that understand use case and integration of legacy devices onto cellular networks, both public and private.	*
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.	The Microsoft Azure private wireless core, via the stack edge appliance, delivers Mobile Edge Compute performance. Please see the attached architectural diagram showing a public NHaaS system coexisting on the same RAN with a private network having an onsite edge core for MEC.	*

**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	<input checked="" type="radio"/> Yes <input type="radio"/> No	MCA is a firm believer that it's all about the use case. We don't propose and deploy technology for technology's sake. The justification needs to be there by solving a specific set of problems. That's what we look for in our assessment and strategy phase.
87	Network design, migration, and deployment, including network configuration and Spectrum Access System (SAS) registration	<input checked="" type="radio"/> Yes <input type="radio"/> No	These are fundamental to a successful service launch and are provided as part of the turnkey service solution. We have wired and wireless network architects on staff to assist. We have CBRS CPI on staff that assist with SAS registration and management. This is all provided as part of our turnkey solution pricing.
88	Acquisition and installation of needed equipment to support the private wireless network	<input checked="" type="radio"/> Yes <input type="radio"/> No	The service being proposed is a turnkey solution. All necessary installation materials are included, including new cable infrastructure where necessary.
89	Ongoing operations, maintenance, planning, expansion, and upgrading of the private wireless network and related components	<input checked="" type="radio"/> Yes <input type="radio"/> No	These are provided as part of the turnkey service solution. Hardware upgrades would be negotiated on an as-needed basis.
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	<input checked="" type="radio"/> Yes <input type="radio"/> No	PWN cores, SIMs, Gateways, and EUDs would be provided, when applicable, for the optional private network layer to enable operational use cases. The Neutral Host service does not require those to be added given that the CBRS compatible devices running on AT&T and T-Mobile will work seamlessly without any user intervention and the MOCN gateway functionality is running in the cloud.

**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:		<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, please see the attached data sheet.
92		Multi-tenant support (network segmentation/slicing)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, in private network layer implementations. *
93		Roaming from: Private-to-public networks Public-to-private networks Private-to-private networks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, seamless public-to-private and private-to-public roaming is provided in the neutral host service, today with AT&T and T-Mobile and is generally available anywhere in the US. Private-to-private roaming is available and applicable to the optional private network layer. *
94		Performance monitoring	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, for both neutral host and private networks. *
95		Multi-network roaming	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, with AT&T and T-Mobile and is generally available anywhere in the US. *
96		Radio site capacity	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, for both neutral host and private networks. *
97		Bandwidth and throughput	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, 40 MHz (200 Mbps DL/ 27 Mbps UL) per radio node. Each radio node adds 40 MHz of capacity up to the number of nodes in the building. See attached data sheet for more details. *
98		Mode (4G only, 4G to 5G Upgrade, 4/5G mixed mode, 5G only)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, 4G. Future 5G upgrade with new radio nodes, similar to transitioning WiFi 5 to WiFi 6. No other changes are required.  These current market factors impact the timing of 5G-NR support: <ul style="list-style-type: none"> <li>• Handset penetration: &lt;25% in US</li> <li>• Infrastructure Cost: up to 4x for small cells</li> <li>• Voice Support: No single US operator supports VoNR</li> </ul> Our belief is that 5G-NR support at this time is much more critical for private IoT applications than it is for public access neutral host. *
99		Quality of Service (QoS)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Available for private network layer. *
100		Network Slicing	<input checked="" type="radio"/> Yes <input type="radio"/> No	Will be available in future 5G-NR implementations. *
101	Network Components:		<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, radio nodes, PoE switches and PTP Timing units
102		High Availability	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, available for both neutral host and private networks. *
103		Indoor RAN	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, for both neutral host and private networks. *
104		Outdoor RAN	<input checked="" type="radio"/> Yes <input type="radio"/> No	While our focus is on indoor networks, we can manage outdoor radios as well in collaboration with our partners. *
105		Open/proprietary RAN	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, 3GPP-compliant *
106		Open/proprietary Core	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, 3GPP-compliant. *
107		SIMs	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, 3GPP-compliant and CBRS compatible are available and supported. *
108		End User Devices	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, 3GPP-compliant and CBRS compatible are available and supported. *
109		Gateways	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, 3GPP-compliant and CBRS compatible gateway routers are available and supported. A Multi Operator Core Network (MOCN) gateway is the service that enables the public and private network interoperability and runs in the cloud. *



110	Design and Installation Services:		<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, 3GPP and CBRS compliant, using Certified Professional Installers (CPI) as required by FCC regulations.
111		RF Design	<input checked="" type="radio"/> Yes <input type="radio"/> No	We use iBWave and have many full-time engineers certified and using it daily.
112		System Design	<input checked="" type="radio"/> Yes <input type="radio"/> No	We use industry standard best practices for system design.
113		Radio Installation	<input checked="" type="radio"/> Yes <input type="radio"/> No	We install to Motorola R56 standards.
114		Core Installation	<input checked="" type="radio"/> Yes <input type="radio"/> No	Applies to the edge-core appliance for an optional private network layer to address operational use cases (IOT, video surveillance, push-to-talk, mobility, automation, etc). The neutral host service is handled by a fully cloud-based MOCN gateway.
115		System integration and testing	<input checked="" type="radio"/> Yes <input type="radio"/> No	For neutral host, all required carrier testing is performed. For private network layer, full integration and testing of agreed-upon use cases would be included.
116		Application integration support	<input checked="" type="radio"/> Yes <input type="radio"/> No	For private network layer, full integration and testing of agreed-upon applications would be included.
11		Network slicing	<input checked="" type="radio"/> Yes <input type="radio"/> No	For private network layer on future 5G-NR, network slicing would be available.
118		Operations, Maintenance and Administrative Services:	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, 3GPP, MNO and CBRS compliant.
119		Spectrum Access System	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, 3GPP and CBRS compliant.
120		Network monitoring	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, 3GPP, MNO and CBRS compliant.

### 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

#### 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](#) - Sourcewell MCA Pricing.pdf - Tuesday February 20, 2024 12:12:25
- [Financial Strength and Stability](#) - MCA Tab 2 Attachments.pdf - Tuesday February 20, 2024 02:58:34
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples (optional)
- [Requested Exceptions](#) - RFP\_020624\_Private\_Wireless\_Contract\_MCA Clarifications v3.pdf - Tuesday February 20, 2024 03:41:56
- [Upload Additional Document](#) - MCA Tab 14A Attachment.pdf - Tuesday February 20, 2024 15:21:56

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_7_Private_Wireless_Services_RFP_020624</b> Fri February 2 2024 10:45 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_6_Private_Wireless_Services_RFP_020624</b> Wed January 31 2024 08:09 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_Private_Wireless_Services_RFP_020624</b> Tue January 30 2024 12:22 PM	<input checked="" type="checkbox"/>	3
<b>Addendum_4_Private_Wireless_Services_RFP_020624</b> Fri January 26 2024 03:28 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_3_Private_Wireless_Services_RFP_020624</b> Wed January 24 2024 04:00 PM	<input checked="" type="checkbox"/>	3
<b>Addendum_2_Private_Wireless_Services_RFP_020624</b> Thu January 18 2024 08:22 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_1_Private_Wireless_Services_RFP_020624</b> Fri January 12 2024 02:04 PM	<input checked="" type="checkbox"/>	1