

# Solicitation Number: RFP #020624

# CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Pierson Wireless Corp., 7630 Washington Ave. S., Eden Prairie, MN 55344 (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 7, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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 Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

# 3. PRICING

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

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

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

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

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

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

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

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

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

# 4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

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

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

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

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at governmentowned 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:

 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
 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.

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.
 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:

 Workers' Compensation and Employer's Liability.
 Workers' Compensation: As required by any applicable law or regulation.
 Employer's Liability Insurance: must be provided in amounts not less than listed below: Minimum limits:

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

3. *Commercial Automobile Liability Insurance*. During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits: \$1,000,000 each accident, combined single limit

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

Minimum Limits: \$2,000,000

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

Minimum Limits: \$2,000,000 per claim or event \$2,000,000 – annual aggregate

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

Minimum limits: \$2,000,000 per occurrence \$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

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

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

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

# **19. COMPLIANCE**

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

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

# 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested. R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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

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

# **22. CANCELLATION**

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

## Sourcewell

DocuSigned by: Jeremy Schwartz -C0FD2A139D06489. Bv:

Jeremy Schwartz Title: Chief Procurement Officer

Date: 5/14/2024 | 8:41 PM CDT

## Pierson Wireless Corp.

DocuSigned by:				
Ross	Picrson			

	·
By:	2B6A44F05B4D471

Ross Pierson Title: CEO & President

5/14/2024 | 4:37 PM PDT Date:

# **RFP 020624 - Private Wireless Services with Related Solutions**

## **Vendor Details**

Company Name:	Pierson Wireless Corp
Does your company conduct business under any other name? If yes, please state:	NE
Adducces	11414 SOUTH 145TH STREET
Address:	OMAHA, Nebraska 68138
Contact:	Scott Kamrath
Email:	solutions@piersonwireless.com
Phone:	402-802-7227
Fax:	402-802-7227
HST#:	

#### **Submission Details**

Created On:	Thursday January 11, 2024 11:14:43
Submitted On:	Tuesday February 20, 2024 16:23:40
Submitted By:	Scott Kamrath
Email:	solutions@piersonwireless.com
Transaction #:	914891d0-4410-4860-ac5f-53a53a37a9db
Submitter's IP Address:	97.119.221.181

## 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")	Pierson Wireless Corp.	*
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):	QM4FXBQ6NTY7	*
5	Proposer Physical Address:	7630 Washington Ave S., Eden Prairie, MN 55344 (North Central Regional Office) 5205 Hovis Road, Charlotte, NC 28208 (PW Operations Center)	*
6	Proposer website address (or addresses):	www.piersonwireless.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):	Ross Pierson, CEO and President, 5205 Hovis Road, Charlotte, NC 28208, ross@piersonwireless.com, (402) 326-5800	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ted Cox, Sr. Director, 5205 Hovis Road, Charlotte, NC 28208, ted@piersonwireless.com, (402) 770-9039	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Solutions and Development Team, solutions@piersonwireless.com, (888) 660-6888	

## Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
	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.	Pierson Wireless is an industry-leading telecommunication systems integrator specializing in cellular enhancement, private networks, public safety communication systems, and wireless network monitoring and maintenance. Our primary focus is the design, development and construction of wireless solutions and service deployments for customers across a variety of industries, notably commercial real estate, education, manufacturing, logistics, healthcare, hospitality, sports and entertainment, utilities, agriculture, mining, transportation, government, and smart communities.	*
	What are your company's expectations in the event of an award?	Based on the information provided to Pierson Wireless by the Sourcewell Team thus far, it's assumed post award Pierson Wireless would be listed and introduced as a vetted approved private cellular turnkey solutions provider within the Sourcewell cooperative purchasing agency program for its Users/Customers to engage Pierson Wireless as desired for private cellular network professional services and implementations - etc.	*

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.	See bank reference letter uploaded to financial strength and stability field.	*
13	What is your US market share for the solutions that you are proposing?	TBD as the private cellular network market is still developing and ever evolving regardless of the use cases and unlicensed or licensed spectrum involved. Pierson Wireless is a well established national turnkey private cellular network integrator who has a demonstrated history supporting projects across the USA for numerous Customers, Customer types, and industry verticals. It's assumed that Pierson Wireless falls within the top 25% of private cellular network service integrators for licensed and unlicensed spectrum solutions.	*
14	What is your Canadian market share for the solutions that you are proposing?	We currently do not operate in Canada, but we will consider professional services support in other Countries accordingly for approved applicable opportunities.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

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How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Pierson Wireless is a Turnkey Systems Integrator consisting of 115 employees providing professional consultation, engineering, design, procurement, network implementation and activation, acceptance testing, and monitoring and management services for cellular and/or wireless network solutions. Pierson Wireless supports it's projects internally at all times as well as partnering with various electrical, low voltage, civil construction, and tower contractor partners within each of the regional markets to execute its projects nationwide. So within the selections provided, Pierson Wireless would classify itself as both a "Service Provider" as well as a "Distributor/Dealer/Reseller" depending on each unique engagement's SOW and required deliverables, but typically both roles apply to the average turnkey solutions engagement Customers are engaging Pierson Wireless to support. Pierson Wireless maintains numerous offices, warehouses, and regionalized teams within its overall operation across the USA with over 250,000 sq ft of warehousing space across national locations consisting of primary hubs (Minneapolis, Charlotte, and Ornaha) with satellite locations Teams who support our continuously stocked inventory of passive and active equipment consisting of what our projects require monthly, quarterly, and annually. At any given time Pierson Wireless warehouses are housing on average stock consisting of: An average of 100,000 linear feet of various 1/4", 3/8", 1/2", and 7/8" 50-Ohm PIM rated heliax coaxial cabling An average of 100,000 linear feet of various DC and Digital Electricity power cabling An average of 100,000 linear feet of various Cabling types Hundreds of different types of indoor and outdoor antenna solutions Additionally, Pierson Wireless procures the entirety of its network designs' materials via a combination of direct OEM and distribution channel partner relationships including but not limited to the following OEMs and Distributors. Pierson Wireless Supply Distribution Partner Relationships: GetWireless Gr	
	AccuTech	
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.	Minnesota Technology Systems Contractor License #TS721039	*
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	N/A	*
20	What percentage of your sales are to the governmental sector in the past three years	Direct Government Sector Sales = 4.1% However via our Partner relationships we have supported a significant amount of Government Sector Customers and/or sites over the last 3 years of operation. If those relationships are included we would estimate this percentage of sales at ~10%	*
21	What percentage of your sales are to the education sector in the past three years	Direct Education Sector Sales = 9.54% However via our Partner relationships we have supported a significant amount of Education Sector Customers and/or sites over the last 3 years of operation. If those relationships are included we would estimate this percentage of sales at ~15%.	*
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?	N/A	*
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?	N/A	*

#### Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Central Council of the Tlingit and Haida Indian Tribes of Alaska. Juneau, Alaska	Chris Cropley	907 538 8255	*
Castleberry Independent School District. River Oaks, TX	Jacob Bowser	817 252 2090	*
University of Nebraska Medical Center	Gary Lovely	402 676 5857	*
Omaha, NE			

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## **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 *	
Castleberry Independent School District	Education	Texas - TX	RF Engineering and Consultation, Outdoor CBRS Broadband Network Upgrade, Dual-SIM EUD/CPE Procurement, Network Monitoring and Management	1.5 MM plus	250k plus	*
Central Council of the Tlingit and Haida Indian Tribes of Alaska	Government	Alaska - AK	RF Engineering and Consultation, Outdoor Broadband Network Deployment w/ both mobile COWs and Fixed Sites, Dual- SIM EUD/CPE procurement, Network Monitoring and Management	2 MM plus	2 MM plus	*
Guilford County Schools	Education	North Carolina - NC	RF Engineering and Consultation, indoor Public Safety Networks across school district, and Network Monitoring and Maintenance	4.7 MM plus	4.7 MM plus	*
University of Nebraska Medical Center	Education	Nebraska - NE	RF Engineering and Consultation, Cellular and Public Safety Network throughout the medical center, EUD/UE test equipment procurement and Customer training, Network Monitoring and Maintenance	20 MM plus	6 MM plus	*
Garland Independent School District	Education	Texas - TX	RF Engineering and Consultation, Outdoor CBRS Broadband Network Upgrade, Dual-SIM EUD/CPE Procurement, Network Monitoring and Management	750k plus	750k plus	*

## 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.	Pierson Wireless has an internal department dedicated to sales and business development, known as the Solutions and Development Team. This group consists of 25 individuals who support all facets of the sales and business devlopment cycle. The Solution & Development Team at Pierson Wireless's mission is to solve problems and provide cost-efficient solutions to our customers while educating them. We are dedicated to upholding our values of honesty, integrity, empathy, and continuous improvement; you can build trust and differentiate yourself and Pierson Wireless in order to deliver the best solutions and experience for our customers. We believe in fostering an environment where everyone is a team player and contributes their unique skills and talents to achieve success together while having fun.

27	Dealer network or other distribution methods.	Pierson Wireless is a Turnkey Systems Integrator consisting of 115 employees providing professional consultation, engineering, design, procurement, network implementation and activation, acceptance testing, and monitoring and management services for cellular and/or wireless network solutions. Pierson Wireless supports it's projects internally at all times as well as partnering with various electrical, low voltage, civil construction, and tower contractor partners within each of the regional markets to execute its projects nationwide. So within the selections provided, Pierson Wireless would classify itself as both a "Service Provider" as well as a "Distributor/Dealer/Reseller" depending on each unique engagement's SOW and required deliverables, but typically both roles apply to the average turnkey solutions engagement Customers are engaging Pierson Wireless to support.
		Pierson Wireless maintains numerous offices, warehouses, and regionalized teams within its overall operation across the USA with over 250,000 sq ft of warehousing space across national locations consisting of primary hubs (Minneapolis, Charlotte, and Omaha) with satellite locations (New Jersey, Tampa, Chicago, Kansas City, Dallas, Houston, Las Vegas, and the Bay Area). Pierson Wireless has its own internal Procurement and Allocations Teams who support our continuously stocked inventory of passive and active equipment consisting of what our projects require monthly, quarterly, and annually. At any given time Pierson Wireless warehouses are housing on average stock consisting of:
		An average of a 100,000 linear feet of various 6, 12, 24, and 48 strand single mode fiber optic cabling An average of 100,000 linear feet of various 1/4", 3/8", 1/2", and 7/8" 50-Ohm PIM rated heliax coaxial cabling An average of 100,000 linear feet of CAT6A An average of 100,000 linear feet of various DC and Digital Electricity power cabling All required termination solutions for the various cabling types Hundreds of different types of indoor and outdoor antenna solutions
		Additionally, Pierson Wireless procures the entirety of its network designs' materials via a combination of direct OEM and distribution channel partner relationships including but not limited to the following OEMs and Distributors.
		Pierson Wireless Direct OEM Relationships - Private Cellular Athonet/HPE Druid Nokia JMA GXC SOLiD Ericsson/Cradlepoint BEC Digi Semtech/Sierra Wireless GreenGo/NovaLume Wireless Supply
		Distribution Partner Relationships - Private Cellular: GetWireless Graybar Tessco Talley Alliance TD Synnex Anixter AccuTech

	F		-
28	Service force.	Our employees have over six centuries of combined experience with Pierson Wireless. It's the expertise that built our reputation as one of the industry's most dependable design, engineering, and contracting telecommunications firms in the United States. With office locations across the country, including our Omaha (Neb.) headquarters and major operational centers in Charlotte (N.C.) and Minneapolis (Minn.), Pierson Wireless is strategically positioned to support a national roster of clients with our solutions, including: Consultation & Education Planning & Budgeting Site Assessment Design & Engineering Network Implementation Network Activation & Optimization Troubleshooting Monitoring & Maintenance Technology Upgrades, Evolution Design & Implementation Great wireless solutions originate from a meticulous design and engineering approach. Pierson Wireless has been an industry leader for two decades due to its commitment to hiring and training a great design team. Our design and engineering experts work directly with our customers to understand the intricacies and nuances of each project and create solutions that align with their key performance metrics. The Pierson Wireless Design and Engineering Team wealth of support capabilities induces: 5G, LTE, CBRS, and LAA expertise for all major network operators Multiple Spectrum Access System (SAS) provider relationships and capabilities iBwave 1, 2, and 3 licensed and certified on the worldwide software standard for indoor wireless network design OEM certified by industry leaders like Nokia, JMA Wireless, Ericsson, Cisco, Athonet, Druid, SOLiD, Corning, ADRF, Commscope Pierson Wireless owns and utilizes carrier-grade test equipment, including: RF Spectrum Analyzers RF Power Meters 4G LTE and 5G NR Demodulation Analyzers Optical Fiber Scopes Optical Fiber Scopes Optical Fower Meters Optical Fower Meters Optical Fower Meters Automated Indoor & Outdoor Network Test Equipment	
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	For Pierson Wireless turnkey projects the design and engineering process occurring within the phase 1 of each project would address the details of the design and bill of materials confirming them for the Procurement and Allocations Teams to place orders and/or pull stock from inventory as necessary. The gear would be transported to the site via various methods based on the specific requirements and physical location of each respective project. The Customer would only be responsible to assist with coordinating drop off and staging areas at each site and Pierson Wireless would address all other aspects relating to the ordering and delivery process 100%.	*

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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	Pierson Wireless prides itself on our Customer Service and we're always striving to ensure our Customers and Partners are fully supported in a timely, professional, and honest transparent manner at all times regardless of the level of interaction and size of the project or opportunity involved.	
	that help your providers meet your stated service goals or promises.	The most applicable program we have at Pierson Wireless for Customer Service is our Network Operations Center Monitoring and Management product offerings. More detail regarding Pierson Wireless Monitoring and Management is detailed in the brochure attachment titled "Pierson-Wireless-Monitoring-and-Management".	*
		Additionally, we have a Professional Services program offering as well as our Core Solutions offerings which apply to both our ability to provide various types of services and solutions. More detail regarding Pierson Wireless Professional Services and our Core Solutions offerings are detailed in the brochure attachments titled "Pierson- Wireless_Services" and "Introduction-to-Pierson-Wireless" respectively.	
		All brochure attachments mentioned are uploaded in the Pierson Wireless - Marketing Samples zip folder.	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Pierson Wireless is more than able and willing to provide our services and support our products and/or solutions anywhere within the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Pierson Wireless will consider providing our professional RF engineering, consultation, and on-site optimization services in Canada on a project specific basis.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Pierson Wireless would not support any physical installation efforts in Canada but would consider providing professional services on a project specific basis.	*
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?	Currently, there are no participating entity sectors that Pierson Wireless would not fully serve with its suite of services and products.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Pierson Wireless has no specific contract requirements and/or restrictions for support projects from a turnkey perspective within these locations, and we're actively supporting projects throughout these areas today.	*

# 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.	Pierson Wireless' marketing strategy for the promotion and awareness of awarded contracts is to showcase the expertise and skills demonstrated by the teams of skilled professionals at Pierson Wireless, as well as tell the story of the deployment/project through a variety of owned mediums: Pierson Wireless website blogs, case studies, white papers and brochures, social media images and verbiage shared via LinkedIn, Instagram, and Facebook, and videos captured, edited and produced in-house to be showcased on our YouTube channel and/or website. When applicable to the event, we may showcase the project (and content created from said project's marketing efforts) at select trade shows or conferences.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Pierson Wireless marketing utilizes a variety of modern digital and traditional marketing tools to enhance campaigns and monitor success metrics, trends, and KPI. Our website (piersonwireless.com) is the main marketing funnel through which our interactions with potential and existing customers occur. Our social media channels on LinkedIn, YouTube, Facebook, Instagram, and Twitter (X) enhance our messaging and provide a direct linkage to our website through UTM and hotlinks. HubSpot is our marketing and sales CRM tool, and through it, we manage our database of customers and contacts, as well as create direct marketing email campaigns. Google Analytics and Google Ads data round out our suite of measurement tools that drive strategy and effectiveness.	*
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?	It is not our expectation that Sourcewell would be responsible for the promotion of any contracts arising out of this RFP. As the Proposer, Pierson Wireless will be responsible for creating and executing plans that generate any desired awareness through traditional and non-traditional marketing means. Pierson Wireless will integrate any opportunities and/or contract awards via Source into our standard sales process where we assign an Solutions Development team member to work closely with each Customer as a liaison to our Design and Engineering Teams to ensure we dimension a solution that will meet their needs and requirements. A few examples of private cellular network engagements' flow are detailed in the uploaded attachments located in the Additional Document field: "Sourcewell Customer Sales Integration_Process Flow Examples_RFP Response - Feb 2024.pdf"	*
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.	Currently Pierson Wireless is willing to evaluate and consider leveraging e-procurement ordering processes, but we do not currently have any active at this specific time.	*

## 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.	Pierson Wireless can tailor a specific scope of work for each individual Customer and/or Customer project as desired. We are proficient in training Customers and Partners as required on all of the products and equipment we procure and/or deploy within our solutions. Typically, our Customers prefer a general overview of each solutions applicable products, equipment, and maintenance. Then they engage Pierson Wireless to support the lifecycle of the solution's various components as well as its overall optimization and quality of service. Pierson Wireless offers turnkey Network Monitoring and Management via it's Network Operations Center Team as well as the applicable Regional Operations Team(s) who directly support the on-site activities for a project and/or site.	*
		the "Pierson-Wireless-Monitoring-and-Management" brochure included in the Pierson Wireless - Marketing Samples zip folder.	
41	Describe any technological advances that your proposed products or services offer.	Our solutions are 100% built to suit and be networked into the Owner's architecture as required. Outside of the obvious cellular technologies offered by 4G and 5G, at Pierson Wireless, we have explored many iterations of our solutions and how they operate in a given scenario. When applicable, we support virtualized deployments which will enable the remaining server resources to be utilized by the Customer as desired. When it comes to RF design, we are regularly requisitioned by Customers and/or the Commercial Cellular Operators to supply high quality designs for large scale projects with a dense user base. This makes us one of the leading firms in the industry for both private cellular and commercial cellular network engineering and deployment services.	*
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.	Pierson Wireless strives for efficiency and keeping the environment's best interest in mind at all times. We continually work to engineer the most efficient electrical power consuming solutions we can for our Customer's needs and for outdoor applications we leverage solar when possible to assist in charging DC batteries providing power to equipment via rectifier power plant solutions. Pierson Wireless also recycles and mitigates waste within all of its regional hub and satellite warehouse locations.	*
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.	Pierson Wireless works with a variety of partners with various certifications. Certifications for the following companies Pierson Wireless works with have been uploaded: ADRF Technologies, Dell, KGP Telecommunications, Purchase Power Exchange, SHI International Group, TelExpress Inc, Teltech Communications.	*
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?	Pierson offers our own in-house full turn-key services with our solutions. The products we supply are available to others in the industry but how our solutions are formatted, configured, implemented, and managed is the Pierson Wireless Advantage. We use this phrase to umbrella all the differentiators that we have identified over the years compared to our competition. We are 100% focused on the customer's needs and expectations with a results driven approach.	*

## 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, our warranties on our newly deployed network solutions cover all products, parts, and labor for a minimum term of 1 year from the date of Customer/Owner acceptance. Extended warranties of 2, 3, and 5 years are also available via various Monitoring and Maintenance package solutions which are required for those extended terms to apply to the solution(s) involved.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, maximum warranty coverage and duration is our goal for our solutions.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	This depends on the service level. Base warranty does not cover the expense of travel time and mileage. The enhanced monitoring and maintenance package will include a bucket of hours to cover travel costs and the time on-site.	*
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?	There is nowhere we cannot deploy a certified technician within these areas as applicable, and Pierson Wireless will deploy to the site(s) per it's normal operating procedures utilized daily within our organization. The following brochures speak to this scenario further and detail our Monitoring and Management as well as our Professional Services offerings which would be involved in most any warranty repair effort at an existing site. These brochures are located in the Pierson Wireless - Marketing Samples zip folder	*
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?	Our warranty covers all items and manufactures involved within our warrantied solutions.	*
51	What are your proposed exchange and return programs and policies?	Pierson Wireless does not participate in exchanges or returns like a traditional retail environment might, and this is due to the complexity of our network solutions which are carefully dimensioned and tailored to each unique Customer and/or project site.	*
52	Describe any service contract options for the items included in your proposal.	Pierson Wireless has templated contract options for our Monitoring and Maintenance and/or Professional Services. Please reference the Pierson Wireless "Monitoring and Management brochure" located in the Pierson Wireless - Marketing Samples zip folder.	*

## 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	All Pierson Wireless solutions entail a detailed network design pertaining to the performance KPIs, physical locations and mounting applications of all active and passive infrastructure, an IP networking diagram and coordination, as well as clear scope of work criteria tailored to each individual solution's proposal utilized for contracting purposes. All of Pierson Wireless solutions are Part-90 Industrial Grade, Carrier approved, and all coaxial solutions are 50-Ohm PIM rated.	*
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Pierson Wireless is committed to excellence, innovation, and a service philosophy that delivers a customer-first approach centered on communication and collaboration. This approach has been a hallmark of Pierson Wireless since our founding in 2002. We call it The Pierson Wireless Advantage. You'll call it the best customer experience in telecommunications, and it includes: Industry-leading Expertise	
		Unparalleled Professionalism Tailored, Turnkey Solutions	
		Quality Execution	*
		Clarity Through Customer Education Clear and Consistent Communication	
		Cost-effective Outcomes	
		Actions that Reflect Our Core Values of Honesty, Integrity, Loyalty, and Trust	
		Additionally, Pierson Wireless is OEM certified on all of the products listed throughout the RFP response, we're trained on all code and/or industry requirements, we're iBwave level three certified, and we are proficient in ATOLL and NetPlanner.	

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

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Pierson Wireless accepts ACH, wire, check, and credit card payments. We charge a credit card processing fee equal to 4% of the invoice/payment amount. Our default payment terms are Net 30 days from Invoice date. If a client desires other payment terms, this can be reviewed, though a credit application and trade references may be necessary.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Pierson Wireless does not offer financing options, but we are willing to arrange payment schedules depending on the particular situation and work involved. Equipment leasing is available, depending on the particular situation and equipment involved.	*
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.	The following documents uploaded are examples the transactional documents associated with a Pierson Wireless Customer procuring a network solution for professional, procurement, deployment, and managed services.	*
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?	Pierson Wireless does accept P-card payments, these are treated as credit card payments and are subject to a credit card processing fee equal to 4% of the invoice/payment amount.	*

## 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	Question	Response *	
Item	Question	Kesponse	

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59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The proposed Pierson Wireless pricing model is a budgetary example based on line-item pricing discounts on materials from our partner vendors as well as cost savings as the square footage of a proposed facility and/or the quantities of certain types of equipment increases. Sample facilities with different technologies have cost estimates on a price per square foot for indoor and total cost for one sample outdoor solution in the attached document as well as SKUs with the current price from Pierson Wireless. All pricing examples include the cost of a dedicated Network Core and the applicable SIMs/Users and/or CPE devices listed accordingly.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discount represented is a percentage discount from MSRP and accounts for the negotiated costs Pierson Wireless procures the solutions for directly from its respective Vendor Partners, as well as accounting for the percentage markup applied by Pierson Wireless.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Typically, costs are saved with the more square footage present in a solution as shown in the pricing document. Quantity or volume discounts are offered by certain partner vendors, once certain quantities and/or price points are met.	*
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.	Pierson Wireless handles all of its sourcing internally and end to end from a turnkey perspective on each project. We have relationships with many OEMs and Distributors that will be utilized for any Sourcewell project. All items are offered at cost plus a percentage.	*
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.	Costs that are not included in the sample pricing include: electrical work materials and labor, conduit or NEMA enclosure materials and labor, backhaul materials and labor, Tower material and labor, and Civil Construction and permitting costs.	*
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 is calculated per job and by the amount of material.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight to Alaska, Hawaii, or Canada will be handled on a per project basis.	*

66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Pierson Wireless maintains numerous offices, warehouses, and regionalized teams within its overall operation across the USA with over 250,000 sq ft of warehousing space across national locations consisting of primary hubs (Minneapolis, Charlotte, and Omaha) with satellite locations (New Jersey, Tampa, Chicago, Kansas City, Dallas, Houston, Las Vegas, and the Bay Area). Pierson Wireless has its own internal Procurement and Allocations Teams who support our continuously stocked inventory of passive and active equipment consisting of what our projects require monthly, quarterly, and annually. At any given time Pierson Wireless warehouses are housing on average stock consisting of:	
		An average of a 100,000 linear feet of various 6, 12, 24, and 48 strand single mode fiber optic cabling An average of 100,000 linear feet of various 1/4", 3/8", 1/2", and 7/8" 50-Ohm PIM rated heliax coaxial cabling An average of 100,000 linear feet of CAT6A An average of 100,000 linear feet of various DC and Digital Electricity power cabling All required termination solutions for the various cabling types Hundreds of different types of indoor and outdoor antenna solutions	
		Additionally, Pierson Wireless procures the entirety of its network designs' materials via a combination of direct OEM and distribution channel partner relationships including but not limited to the following OEMs and Distributors.	*
		Pierson Wireless Direct OEM Relationships - Private Cellular Athonet/HPE Druid Nokia JMA GXC SOLID Ericsson/Cradlepoint BEC Digi Semtech/Sierra Wireless GreenGo/NovaLume Wireless Supply	
		Distribution Partner Relationships: GetWireless Graybar Tessco Talley Alliance TD Synnex Anixter AccuTech	

# Table 12: Pricing Offered

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

## 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.	Accounting, Legal, and Sales teams will collaborate to ensure compliance with any contract. Sales and a dedicated Orders Team will confirm pricing for every part involved in the project. As described below, monthly and quarterly reports are generated by a dedicated Business Analyst Team. Additionally, the Customers assigned Account Representative from the Sales Team will work with all internal stakeholders at Pierson Wireless to ensure all scope of work and/or clarification requirements are being met within each project specific engagement, as well as hosting dialogue with the Customer continuously throughout and after the project's completion to ensure acceptance and overall satisfaction both.
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.	Pierson Wireless creates monthly and quarterly reports to track all projects that have been completed and that are ongoing. A dedicated team of Business Analysts creates and reviews these reports with the Accounting and Sales Teams. Additionally, the Customers assigned Account Representative from the Sales Team will work with all internal stakeholders at Pierson Wireless to ensure all scope of work and/or clarification requirements are being met within each project specific engagement, as well as hosting dialogue with the Customer continuously throughout and after the project's completion to ensure acceptance and overall satisfaction both.
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.)	Pierson Wireless proposes a 2% administrative fee for all projects between the following price points: \$1-\$250,000. Pierson Wireless proposes a 1% administrative free for all projects between the following price points: \$250,001- \$500,000 Pierson Wireless proposes a 0.5% administrative fee for all projects between the following price points: \$500,001- \$1,000,000 Pierson Wireless proposes a 0.25% administrative fee for all projects between the following price points: \$1,000,001- \$5,000,000 Projects above \$5,000,001 will be subject to contract negotiation for an administrative fee. These are proposed from a ROM budgetary perspective at this time, and Pierson Wireless is open to further discussions and negotiations with Sourcewell on a per Customer project and/or contract basis.

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.	Pierson can offer multiple OEM platforms for the network: these include the Nokia NDAC and MPW, JMA XRAN, Athonet Core and Druid Core. Pierson runs the virtual network elements on COTS servers from Dell, Cisco, or HPE and Pierson utilizes various OEMs for the networking elements of the solution (routers, switches, and firewalls) per the customer's requirements. Depending on the requirements and capabilities requested, we would work to build a custom solution using said products for a 4G or 5G network. Outside of the foundational private wireless elements, Pierson would also support MEC needs on the core network with certain core solutions. For CPE devices, we support and supply devices from Nokia, BEC, Sierra Wireless, Horizon, and Zebra. Pierson is also capable and willing to support devices from other OEMs as per customer requirements, assuming the devices are capable to connect to the wireless network. All Pierson solutions come with design, installation, commissioning, optimization, and verification testing for each deployment. Pierson also offers monitoring and maintenance contracts for extended support which is an additional service required per certain OEM products. The more premium features of a private wireless network such as voice services, MNO roaming, eSIM, etc can be supported y the solutions we support but tend to be cost prohibitive for most customers based on our experience, Any of these offerings would require special pricing.
72	Describe your supported 911 features and the planning, design, implementation and management products, services and process steps required.	Pierson considers e911 services part of the premium private wireless services which would require separate consultation. The process starts off with determine the voice services supported on the network. Having an IMS core to support voice services is only the beginning. There are FCC regulations, network hardening, and PSAP requirements that will also need to be met per the coverage area. These regulations also impose on the design process since voice services need to be available to a majority percentage of users in the coverage area. The simplest solution for this is a MNO overlay with the private wireless network. This could be accomplished with a MOCN deployment of a separate network layer. There are multiple options available from the major MNO that Pierson has access to.
73	Describe your solutions, services, and qualifications, for preventing, mitigating, and responding to private wireless network intrusions and attacks.	One of the main use cases we make for private wireless is its security. Based on the 3GPP standards, security is one of the main pillars for cellular technologies so over the air communications are not a concern here. On the core networking side, however, we do view a lack of security as a potential threat. The biggest component to maintaining security in cellular networks is separating the user traffic from all other core functions and traffic and even go so far to route it through a separate firewall. The core solutions are capable of restricting EUD to EUD communications so with all of those safeguards in place, bad actors on the EUD side can be mitigated. As for securing the core network itself, we prefer to use separate VLANs and VRFs to handle those features with access controlled as tightly as possible on the physical hardware. For DDOS attacks, we do have access to solutions that could be implemented for customers who are looking for that level of protection. These would be using either on-premise or cloud solutions for the migration.
74	For each of the industries listed below (as applicable), describe your understanding of the typical challenges, opportunities, use cases, and solutions for: -Airports -Cities/Governments (local and federal) -Universities/Stadiums -K-12 -Healthcare -Ports/Warehouses -Other	Pierson Wireless has experience deploying a wide range of solutions for each of the listed industries. The challenges are specific to the locations, but we have handled NEPA requirements, privacy concerns, and industrial hazards just to name a few. Our work is subjected to local requirements for these type of venues and we take great measure to ensure we meet those. Aesthetic solutions has also played a major role with some of these entities. Outside of the industrial setting, most owners do not want the wireless solution noticed and we have designed so unique solutions in that regard. With these venue types, we have seen some market demand for use cases that involve the consumer. Surveillance, point of sales, and IoT have all been identified for uses in addition to the baseline mobility offered with PWNs. A main takeaway that has been noted, however, has been the need to support both indoor and outdoor with the same solution and all of our offerings will meet that specification.
75	Describe your PWN solutions regarding IoT use cases and associated deployment maturity (ex: conceptual, lab, pilot in-progress, pilot complete, permanent deployment in-progress, permanent deployment fully commissioned, and project closed out). Describe your experience with both simple and complex IoT deployments.	Pierson Wireless is currently pilot-in-progress since we are position to do a trial in Charlotte. Our experience with it thus far has exposed the need for practical and sufficient designs that provide signal to the coverage area. We have seen prediction models overstate the physical characteristics of certain frequency bands. If the minimum acceptable RF metrics for the devices are met, we have seen success.

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76	Describe your solutions, services, and best practices for designing and deploying multiple geographically separated sites, as one PWN network (ex: two airports owned and operated by a city, extending enterprise systems) and as separate networks.	Our solutions could support these sites as either one continuous network or separate networks. The design for this deployment case is architecture dependent with interconnection between sites taken into consideration. If sites are too distant from each other, edge router solutions will need to be implemented to build a functional network.	
77	Describe your products and services offered for: -Maintaining seamless and continuous connectivity of EUDs -Traversing between PWNs of the same and different PWN manufacturer solutions -Ownership by the same (ex: delivery trucks driving between local, regional, national warehouses) and different Enterprise (ex: aircraft interoperability between airport PWNs)	Connectivity is going to be the same as it is for the MNO, where there is direct coverage or a roaming agreement, there will be service. The RAN does need to be designed for optimal coverage in the required areas and then configured for proper handoffs between radios but the EUD will maintain connectivity while inside the coverage area. Traversing between PWN can be defined in a couple different ways: different RAN OEM running on the same core, the same RAN OEM connected to multiple cores, or completely separate networks. In the case of the first definition, there is nothing special needed since our RAN OEMs support the X2 or Xn interfaces for mobility. The second and third cases have the same solution: the EUD's SIM is recognized by the other core. This can be achieved by either registering the SIM in the HSS or UDM or having roaming configured between the two networks. When it comes to ownership of the network by different entities, there are a few options. The simplest solution is a roaming agreement between the networks to provide service to all users. Physically providing coverage in all locations is expensive so allowing other users to roam can be bilateral or even monetized to offset costs between entities working in the same physical location.	
78	Describe how your solutions and offerings will support future load-sharing of wireless communications between WiFi, Distributed Antenna Systems (DAS), CBRS, and other communications technologies.	Private wireless solutions, in general, are for supporting specific use cases that owners want full control over with the upmost mobility, security, and priority. WiFi gives owners the ability to fully control the traffic but does not provide the most efficient coverage for dense users and does not provide the best security. Carrier networks do meet the coverage and security requirements, but the data is not 100% privatized. Our solutions are catered to fill this niche of needing 100% ownership, transportation, and control of the data traversing over the wireless network and doing so with the latest and most secure wireless technology available to the public.	1
79	Describe how your PWN can operate and be managed as a converged, unified, and integrated extension of other enterprise telecommunications networks and infrastructure solutions (cabled and wireless).	The solutions supported by Pierson Wireless can utilize the passive networks that exist today, and some network elements needed for basic switching/routing functions. This is limited to fiber connectivity and 50ohm cables feeding antennas for the RAN but the core solutions can use COTS networking hardware that meets the OEM requirements.	•
80	Describe your ability to integrate with distributed antenna systems.	This depends on the frequencies that are being utilized on the project. For CBRS, we are restricted to only integrating at the coverage antenna point due to FCC part 96 and Winn Forum regulations. For other frequency bands however, we can be fully integrated if the entity owns part of a traditional cellular band. We have customers that own BRS spectrum that could be added onto all carrier grade DAS solutions one the market today.	
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).	Pierson Wireless is currently pilot-in-progress since we are position to do a trial in Charlotte. Our experience with it thus far has exposed the need for practical and sufficient designs that provide signal to the coverage area. We have seen prediction models overstate the physical characteristics of certain frequency bands. If the minimum acceptable RF metrics for the devices are met, we have seen success.	•
82	Describe your approach, process, and timeline for testing and implementing software updates to the PWN.	Our OEM partners test and verify all software before they are ready for GA release, and at which point we will schedule a maintenance window to push the upgrades. These upgrades tend to be bi-annual in nature to reduce network downtime and consolidate updates.	•
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.	The NDAC core is a hybrid core which is partly managed by Nokia. This core can be configured as distributed, and it can also support the current Tier I applications that carrier networks can provide. This product has been very easy for us to deploy but the configuration does need to be determined before the equipment is ordered since Nokia completes the configuration. The Druid core can be an on-premise, cloud, hybrid, or distributed solution. It is constantly updated to support 3GPP standards and is a very user-friendly core in terms of configuration. This core can be used to support multiple applications including location which we are in the process of trialing. The Athonet core is very similar to the Druid core in terms of capabilities and support.	,

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.	All EUDs used in our solutions, regardless of wireless technology, are expected to support the PWNs that we offer. The EUD will need to support a physical SIM for the basic networks but an eSIM solution can be sourced. As to what technologies and frequencies each EUD will support, that will be taken into consideration while designing the solution. For EUDs that will not support the design's frequency or technology in use, we do have the capability to offer modems for connectivity to the end device. We offer 4G and 5G solutions for all of our offerings with two options for 4G/5G combined network.	*
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.	Some of Pierson's OEM partners offer MEC solutions. We are still investigating the efficacy of MEC for non-industrial use cases.	*

## 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	ତ Yes ୦ No	Pierson has a team dedicated to flushing out the needs and wants of private wireless customers and developing the solution strategy to meet those needs.	
87	Network design, migration, and deployment, including network configuration and Spectrum Access System (SAS) registration	ଜ Yes ୦ No	Pierson prides itself on its design and our team has years of experience deploying networks around the country. Pierson will configure the network per customer specifications and manage all SAS elements as required.	*
88	Acquisition and installation of needed equipment to support the private wireless network	© Yes ∩ No	Pierson will coordinate the acquisition and installation of all network equipment needed to deploy private wireless networks.	*
89	Ongoing operations, maintenance, planning, expansion, and upgrading of the private wireless network and related components	ତ Yes C No	Pierson offers maintenance and monitoring for all solutions which covers break-fix, upgrades, and other normal operational needs. Network expansion and upgrades will be determined by consultation with the customer and Pierson will support the needs there.	*
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	ତ Yes C No	Pierson Wireless can supply and support all of these network elements to the needs of the customer.	

## 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:		© Yes ○ No	System Features explained below:	
92		Multi-tenant support (network segmentation/slicing)	G YesC No	Our RAN offerings can support multiple core connections and dedicated channels.	*
93		Roaming from: Private-to-public networks Public-to-private networks Private-to-private networks	ତ Yes ⊂ No	Private to Private is possible with a cooperative partner.	*
94		Performance monitoring	ເ⊂ Yes ⊂ No	We monitor performance on via the RAN side.	*
95		Multi-network roaming	© Yes ○ No	AT&T and T-Mobile	*
96		Radio site capacity	⊙ Yes ⊙ No	All of our OEM offerings can support over 300 users per radio with 64 active users.	*

97		Bandwidth and throughput	© Yes ⊜ No	Our solutions offer 256QAM downlink and 64QAM uplink. Speeds will via based on bandwidth in use and signal quality	],
98		Mode (4G only, 4G to 5G Upgrade, 4/5G mixed mode, 5G only)	ତ Yes ୦ No	Depending on the OEM, can support those configurations	
99		Quality of Service (QoS)	© Yes ⊂ No	We can support multiple QoS profiles.	
100		Network Slicing	<pre></pre>	We can support multiple S1/N2 connections, multiple APNs, and traditional 5G network slicing.	
101	Network Components:		⊙ Yes ⊂ No	We can supply all necessary network and networking components	
102		High Availability	⊂ Yes ⊂ No	We have had success deploying in HA environments.	,
103		Indoor RAN	© Yes ⊂ No	We have radios to support.	,
104		Outdoor RAN	<pre></pre>	We have radios to support.	,
105		Open/proprietary RAN	⊂ Yes ⊂ No	Most of our OEM partners are using a proprietary RAN	,
106		Open/proprietary Core	⊂ Yes ⊂ No	We work with OEM partners that utilize Open and Proprietary Cores.	4
107		SIMs	ເ⊂ Yes ⊂ No	We provide SIMs for all our offerings	,
108		End User Devices	⊂ Yes ⊂ No	We can supply EUDs suited to the use case	4
109		Gateways	ି Yes ୦ No	We can supply modems suited to the use case	+
110	Design and Installation Services:		G Yes C No	We have dedicated design and installation teams	
111		RF Design	© Yes ○ No	Our Design Team does the indoor and outdoor designs in-house	4
112		System Design	<pre></pre>	We design each system to fit the end use case within the technical limitation of the project.	,
113		Radio Installation	G Yes C No	We do offer radio installation as a turn-key service.	,
114		Core Installation	C Yes C No	We offer core installation services.	,
115		System integration and testing	© Yes ⊂ No	We integrate and test all installed networks as a turn- key service.	+
116		Application integration support	ତ Yes ୦ No	If there is a particular application that needs direct integration with the PWN (ie not over the top), we can fully support the effort.	7
117		Network slicing	© Yes ⊂ No	We can support multiple S1/N2 connections, multiple APNs, and traditional 5G network slicing.	,
118		Operations, Maintenance and Administrative Services:	<pre>     Yes     No </pre>	We offer both support contracts as well as billable hours to support deployed systems.	
119		Spectrum Access System	ເ⊂ Yes ⊂ No	We have multiple CPIs on the team and we provide all SAS services as needed.	1
120		Network monitoring	⊂ Yes ⊂ No	Along with performance monitoring, we can support network monitoring as well.	1

## Table 15: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 121. NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	C Yes
	ି No

#### Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing PLTE Pricing Document.pdf Tuesday February 20, 2024 15:53:57
- Financial Strength and Stability NE Bank Credit Reference Letter 02.16.2024 (PW).pdf Tuesday February 20, 2024 11:31:34
- Marketing Plan/Samples Pierson Wireless Marketing Samples.zip Tuesday February 20, 2024 16:21:13
- WMBE/MBE/SBE or Related Certificates Vendor WMBE Certs.zip Tuesday February 20, 2024 13:26:19
- Warranty Information (optional)
- Standard Transaction Document Samples Standard Transaction Documents.zip Tuesday February 20, 2024 14:11:18
- Requested Exceptions (optional)
- <u>Upload Additional Document</u> Sourcewell Customer Sales Integration\_Process Flow Examples\_RFP Response Feb 2024.pdf -Tuesday February 20, 2024 11:47:23

#### 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.
- 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.
- 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: <u>https://www.treasury.gov/ofac/downloads/sdnlist.pdf</u>;
  - Included on the government-wide exclusions lists in the United States System for Award Management found at: <u>https://sam.gov/SAM/;</u> or
  - 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

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

■ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Ted Cox, Sr. Director, Solutions & Development, Pierson Wireless

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

#### Yes @ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Private_Wireless_Services_RFP_020624 Fri February 2 2024 10:45 AM	M	1
Addendum_6_Private_Wireless_Services_RFP_020624 Wed January 31 2024 08:09 AM	M	1
Addendum_5_Private_Wireless_Services_RFP_020624 Tue January 30 2024 12:22 PM	জ	3
Addendum_4_Private_Wireless_Services_RFP_020624 Fri January 26 2024 03:28 PM	ল	2
Addendum_3_Private_Wireless_Services_RFP_020624 Wed January 24 2024 04:00 PM	ল	3
Addendum_2_Private_Wireless_Services_RFP_020624 Thu January 18 2024 08:22 AM	জ	2
Addendum_1_Private_Wireless_Services_RFP_020624 Fri January 12 2024 02:04 PM	M	1