

Solicitation Number: RFP #072822

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Ten4 Mobility, LLC, dba OpDecision, 1700 Union Ave., Suite B, Baltimore, MD 21211 (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 Communications Technology Consulting Services 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 September 30, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- 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 with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

- B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt entity.
- C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- 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 Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

- B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.
- C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as ecommerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.
- D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:
 - 1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
 - 2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.
- E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

- E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.
- F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

- 1. *Grant of License*. During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

18. INSURANCE

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

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

- A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.
- B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

- A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by nonfederal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.
- C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

- D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.
- F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

- H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.
- O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.
- P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
- S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.
- T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Docusigned by:

Jeremy Schwartz

COFD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

Date: _____

Ten4 Mobility, LLC, dba OpDecsion

Docusigned by:

Scott Klumm

Scott Klemm

Title: President

Date: ______

Approved:

Chad Coaute

Chad Coauette

Title: Executive Director/CEO

Date: ______ 9/27/2022 | 12:04 PM CDT

RFP 072822 - Communications Technology Consulting Services

Vendor Details

Company Name: Ten4 Mobility, LLC dba OpDecision

Does your company conduct

business under any other name? If

yes, please state:

OpDecision

1700 Union Ave. Suite B

Address:

Baltimore, MD 21211

Contact: George Mote

Email: george@opdecision.com

Phone: 410-464-8900 HST#: TIN: 83-4309494

Submission Details

 Created On:
 Tuesday June 28, 2022 08:00:23

 Submitted On:
 Thursday July 28, 2022 13:12:55

Submitted By: Haley Brown

Email: haley@opdecision.com

Transaction #: ef6f3d02-b459-4ac1-872b-c379cb05d173

Submitter's IP Address: 73.199.34.111

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")	Ten4 Mobility, LLC dba OpDecision
	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Distributed Computing, Inc. dba Ten4
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Distributed Computing, Inc. dba Ten4 and Ten4 Mobility, LLC dba OpDecision
4	Provide your CAGE code or Unique Entity Identifier (SAM):	SK8GAHPJ1QL5
5	Proposer Physical Address:	1700 Union Ave. Suite B Baltimore, MD 21211
6	Proposer website address (or addresses):	Ten4 website: https://ten4.us OpDecision website: https://www.opdecision.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):	Scott Klemm, President, 135 Gaither Dr. Suite A Mt. Laurel, NJ 08054 sklemm@ten4.us (856) 505-4900
	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Galen Baggs, VP of Operations 550 W B St. San Diego, CA 92101 galen@opdecision.com (619) 339-2144
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	George Mote, Pre-Sales Project Manager 135 Gaither Dr. Suite A Mt. Laurel, NJ 08054 george@opdecision.com (856) 505-4900 Haley Brown 135 Gaither Dr. Suite A Mt. Laurel, NJ 08054 haley@opdecision.com (856) 505-4900 Kent Wright, Director of Enterprise Solutions 1700 Union Ave. Suite B Baltimore, MD 21211 kwright@ten4.us (410) 464-8900

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	For 25 years, Ten4 has been auditing and analyzing telecom bills in order to find ways to reduce expenses for customers. Our wireless business, OpDecision, has been auditing wireless invoices for over 15 years and generating millions of dollars in savings annually for its customers.	
	of convices.	Distributed Computing, Inc. began as an Avaya Business Partner and carrier reseller in 1997 before launching its own hosted voice platform and creating the first of the Ten4 brands, Ten4pbx, in 2014. By 2019, DCI had experienced exponential growth (most specifically in its Ten4-branded products) and acquired OpDecision as a mobility-specific division to enhance the range of services that it could offer to its mid-size and enterprise-level clients. To recognize both the growth of its own services and its acquisition of OpDecision, DCI rebranded as Ten4 in 2020.	
		As a technology company specializing in telecommunication and mobility solutions, Ten4's mission statement is to "Create and support communication products that people love." This mission is supported by the following core values:	*
		Be Curious – Explore and innovate. Don't fear failure. Build Better – Deconstruct the complex. Reconstruct with strength and simplicity. Own It – Take initiative. Always offer to help. Have a Voice – Let yours be heard. Your ideas can make a difference. Sell the vision.	
		Row Together – Teamwork is essential to our success. Stick in a bundle are unbreakable. Find Balance – Some things are more important than work. Don't let life pass you by.	
11	What are your company's expectations in the event of an award?	Bring Humor – Our work is hard and often stressful. Be funny, stay foolish. Based on what is outlined in the RFP and the variety of services that can fall under the umbrella of Communications Technology Consulting Services, it is our expectation that Sourcewell would probably award contracts to multiple firms with some overlapping services. Given this potential, our first step would be to review and understand the various firms that were awarded contracts and to understand their scopes and compare that to the scope of work that our award may cover. We believe this would be a critical first step so as we approach potential customers, we can direct these customers to other potential Sourcewell vendors should they be looking for additional services beyond our awarded scope.	
		The RFP estimates that the total annual value of these awards are approximately \$10 Million, so our expectation based upon the services we can provide would be \$1 to \$2 Million in annual revenue from Sourcewell contracts. We would expect to achieve this level of revenue after 1 year, to account for a ramp up sales period to market to potential customers and work through signed contracts that ultimately result in sales.	*
		If we are awarded a contract, we would begin with a press release to announce the award and to create awareness of the award. We would then begin marketing our services to Sourcewell members. It would be our intention to highlight how Sourcewell's rates are providing them with a substantial benefit over what they would pay if they were a standalone enterprise. In terms of our approach to individual clients, we typically start with our Telecom Cost Reduction services, both wireless and wireline. Our wireless cost reduction services are typically the quickest to implement and realize cost savings, followed closely by our wireline telecom cost reduction. We find that once a customer has realized savings with us, they will then want to review some of our additional services to find ways to further increase and retain those savings.	

	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.	Ten4 and OpDecision have been in business for 25 year and 15 years, respectively. We had over \$30 Million in revenue in 2020, increased that to \$34 Million in 2021, and are on track to exceed \$38 Million in 2022. We are privately held with only 2 owners, Scott Klemm and Brooke Frank. The business consistently generates strong Operating Income, and most years very strong Net Income. In 2019 a long term loan was taken out to purchase OpDecision. This temporarily increased the liabilities and lowered equity, but you can also see from the financial statements that the investment is quickly paying dividends.
		In terms of supporting Sourcewell clients, we have a proven track record of success and have the financial resources to support extremely large projects. We were able to purchase another company without substantially impacting our profitability or balance sheet, and we have a very strong cash position to support continued growth.
		See attached document, Ten4 OPD Financials - 2020, 2021, YTD 2022.pdf
	What is your US market share for the solutions that you are proposing?	Because this sector is largely held by privately held companies, we can not provide a completely accurate figure. However based upon publicly available data, we estimate we own less than 10% of the US market share.
14	What is your Canadian market share for the solutions that you are proposing?	We support a small number of users based in Canada but do not have any clients who are located exclusively in Canada. For those Canadian users that we support, our clients find the most value in their integration into the portal for tracking and reporting purposes we do not find consistent optimization opportunities outside the US market.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
	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?	For the services requested in this RFP, we would be best described as a service provider. For both audit expense recovery and 5G, mobility, wireless, and migration solutions, all of the work is completed by employees of Ten4. Our sales force are all internal employees who work directly with potential clients. Due to the complicated nature of audit expense recovery, we find that attempting to outsource this type of work to third parties can result in client confusion. Therefore we have made the strategic decision to make all sales efforts related to these areas in house. This means that all the people on our sales team have enough technical knowledge of the services we are reviewing, as well as insight into our service delivery process, that they can answer the often technical questions and concerns clients may have around these services. Likewise, all of our auditing work and implementation is handled by our internal employees. We assign an account manager to each customer, who acts as a liaison between the customer and our various teams to ensure that work is completed by the promised deadlines. The account manager streamlines communication to the customer, providing them with a single primary contact for the duration of the project. Internally, we have a number of service teams who are highly specialized in specific areas of telecommunications. These teams include: wireless bill auditing, traditional telecom carrier bill auditing, carrier services, new client onboarding, wireless implementation, service integration, pre-sales connectivity, customer experience, service provisioning, wireless broadband, engineering, and client support.
	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.	For the services we are bidding on, there are no specific licenses or certifications required to be held.
	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A. There is no "suspension or debarment" information that has applied to our organization.

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	In 2018, OpDecision was honored as Most Charitable In-Kind company at the inaugural Corporate Philanthropy Conference & Awards sponsored by the Philadelphia Inquirer and the United Way of Greater Philadelphia and Southern New Jersey.	
		OpDecision was ranked on the Inc. 5000 List for fastest-growing private companies in America in 2018 and was a Philadelphia (PA) 100 winner from 2015-2017. In 2017, OpDecision's CEO was a 40 under 40 award winner for the Philadelphia Business Journal and, in 2018, OpDecision's CFO was a finalist for CFO of the Year and San Diego Next Top Business Leaders Under 40 awards put on by the San Diego Business Journal.	*
		For the past 4 years, Ten4 was a top-10 Telarus partner. Since 2019, Brooke Frank has represented Ten4 as a member of the Comcast Partner Advisory Council, which is awarded to top partners in telecom space. In addition, Ten4 is recognized as a Comcast medallion level partner.	
20	What percentage of your sales are to the governmental sector in the past three years	We have not done much work with the governmental sector outside small mobility optimization projects over the past three years (accounting for about 0.5% of our revenue). We have a strong presence in the education and non-profit space (specifically in healthcare), but government is currently one of our smaller customer segments. However, prospective government customers have indicated that by becoming an approved vendor through Sourcewell it will more easily allow them to purchase our services.	*
21	What percentage of your sales are to the education sector in the past three years	In the past three years, 14.2% of our sales are to the education sector.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	At this time, we do not hold any state, provincial or cooperative purchasing contracts.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	At this time, we do not hold any GSA contracts, Standing Offers or Supply arrangements.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
University of Pittsburgh Medical Center	Shawn Alcorn, Sr. Category Lead, IT & Telecom Services	(412) 692 2991	*
Public Health Management Corporation	Mike McCain, CIO	(267) 350 7696	*
Legacy Treatment Services	Roy Leitstein, CEO	(908) 839 8859	*

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 *	
Regional Health System A	Non-Profit	New York - NY	Audit/Optimization	N/A	\$705,076.22	*
University Health System A	Education	Pennsylvania - PA	Audit/Optimization and Ongoing Management	N/A	\$344,459.66	*
Regional Health System B	Non-Profit	New Jersey - NJ	Audit/Optimization	N/A	\$264,921.76	*
University A	Education	Pennsylvania - PA	Audit/Optimization	N/A	\$251,751.23	*
Non-Profit Public Health Entity	Non-Profit	Pennsylvania - PA	Ongoing Management	N/A	\$221,400.00	*

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.	Our sales force is made up of full-time employees primarily working out of our offices in Mt. Laurel, NJ, Baltimore, MD, and San Diego, CA. Additionally, we have sales employees working remotely in Tampa Bay, FL and St. George, UT.
		We have 12 full-time employees devoted to delivering our sales service. The roles within this sales team include Director of Sales, VP of Sales, Director of Enterprise Solutions, Marketing and Engagement Manager, Pre-Sales Support, and Account Managers.
		Our sales process begins with outreach and marketing to prospective clients. In GPO and purchasing Co-Op situations, this means delivering targeted messaging and content to decision makers and stake holders within member organizations. We will highlight case studies of similar companies to help prospective customers understand potential savings they could realize with our services. Our pre-sales support members will work with potential clients to gain a basic understanding of the services a prospective client is interested in. We will then coordinate a meeting with the relevant members of the sales team, including Director of Sales, VP of Sales, Director of Enterprise Solutions, and/or Account Managers. The sales team will present our services to prospective clients and determine what specific problems they are looking to solve. Occasionally a prospective customer has very specific technical questions or concerns, at which time the sales team may include members of our service team to be able address those specific items.
		Our sales team will handle the relationship with the prospective customer until a contract is signed. It's at this time that the majority of the work moves to our service team. However, the Account Manager will remain engaged throughout the duration of the project.
27	Dealer network or other distribution methods.	For the services requested in this RFP, we will not be engaging any dealer networks or other distribution methods.

28	Service force.	The service force is made up of full-time employees working primarily out of our offices in Mt. Laurel, NJ, Baltimore, MD, and San Diego, CA. Additionally, we have remote employees based in North Carolina, South Carolina, Florida, and Utah.	
		We have 28 full-time employees devoted to providing service to our wireless customers. Additionally, we have another 45 employees dedicated to providing service to customers for our portal and all other telecom services.	
		We currently manage over 200,000 lines of service monthly for over 150 companies in a number of industry verticals. We also review over 45,000 telecom bills annually for clients. Our service team provides all post-sales support. For the services in this RFP, our employees will be auditing telecom bills, reviewing carrier agreements, and providing recommendations for cost savings strategies. Once a client approves our recommendations, our service teams will then implement those changes, minimizing or eliminating the work needed to be done directly by the client. Our team will also load all relevant data into our portal, allowing the customer complete visibility to their telecom situation.	**
		As discussed above, the service force overlaps with the sales force during the initial client handoff. After that time, the Account Manager will remain engaged to provide the customer with a primary contact for either sales or support questions.	
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Because the services provided in this RFP are largely consultative, there is not a need for ongoing ordering. A client will sign a contract that will include a scope of work (wireless audit expense recovery, wireline audit expense recovery, and/or migration solutions) that will be for a set duration of time and either a flat fee or a shared savings fee. The initial order and contract will be handled by our internal sales force.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	For our cost reduction and bill analysis services, we download the monthly bills once they become available within the carrier portal. They typically post approximately five — eight (5-8) business days after the bill cycle end date depending on the carrier. Once bills are downloaded they are analyzed by our audit team. Our data analysts will begin inputting and performing a detailed review of each bill into our custom audit reports. The analyst is looking for any patterns or trends, making recommendations based on their findings monthly, as well as providing additional savings recommendations when a new rate or promotional discount becomes available. A sample of a wireless audit report has been provided in our response to this RFP. (Please see "Sample Audit Report" .pdf). A monthly call with each client will be scheduled to review all accounts to provide continuous cost savings solutions and to draw attention to any anomalies or excessive charges. Each client's account manager schedules a recurring call so that all are scheduled for the same weekday and time each month for the duration of the eight-month audit/optimization agreement. Based on new savings recommendations approved during these calls, our account implementation specialists are furnished an internal report and perform all approved changes within three (3) business days. For customers utilizing the wireless section of our portal, the Ten4 mobility team will update each client's inventory and user information based on the employee termed monthly reports received from Human Resources or IT. The Ten4 mobility team monitors and pulls mid-cycle usage reports to identify data and/or voice utilization in conjunction to the remaining allowance in each client's pool(s) on each carrier for every wireless account. We again pull real time data and/or voice reports daily with five (5) days remaining in the bill cycle. In the event any client is forecasting toward a data or voice overage, we will present an infusion of data to prevent this overage from occurri	×

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	as well as the issue corrected on that call. Once the credit is approved, we verify if it will be applied to the current bill cycle and if not what cycle it will post on. We then send a summary to our client for their records on the approved credit and when it will be applied. In the event we are unable to rectify the billing issue and credit on the call with customer care, we then prepare a formal request to be submitted to the carrier representative from the vendor and after notifying our client we submit the request together along with the business case with the credit request as well as what corrective action that needs to be taken to rectify the issue. The purpose for utilizing the customer care line first is we are able to typically procure an immediate resolution. By submitting the credit request to the carrier representative, there are several steps of protocol that they need to follow which usually delays the credit approval and verification by several weeks and sometimes can take several layers of their team to review, identify the issue, agree to the resolving the issue, and finally applying credits. We find that this delays the credit posting oftentimes by at least an additional bill cycle or two compared to going through the customer care line. Credits are validated on a monthly basis. Each cartier is unique in how it presents credits on billing but the overall process is validating the credits on the account level and then individual user level by utilizing the electronic PDF bill copy. We document each credit on an account or individual user level. Once the credit is identified and notated on our reporting we then compare the credit to the contract to validate that the appropriate credits have been applied. Our overriding SLA's include the following provisions: All audit reviews for all carriers will occur on a monthly basis. At this time all reports will be generated and provided. Monthly review calls will be scheduled to reoccur on the same weekday and time each month for the duration of our
		people and resources to scale up to meet the needs of our customers.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We support a small number of users based in Canada but do not have any clients who are located exclusively in Canada. For those Canadian users that we support, we are able to audit their telecom services and provide recommendations. As a partner, we would commit to contacting and attempting to assist 100% of the entities that proactively reach out to us, regardless of their size or revenue opportunity. For those clients that wish to utilize our bill pay service, we are only able to pay invoices in US Dollars.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A. We will fully serve all of the United States and Canada.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A. We will serve all participating Sourcewell entities. We have a national presence and are not restricted by other contracts.

35	Define any specific contract requirements	We are able to audit and assist clients in Hawaii, Alaska, Puerto Rico and the US	
	or restrictions that would apply to our	Virgin Islands. We would not be able to support customers based in other territories.	*
	participating entities in Hawaii and Alaska and in US Territories.		

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	To market this contract opportunity, we plan on a proactive outreach to participating entities. Our marketing team would take any information provided by Sourcewell to create a targeted lead list. We would proactively reach out to C-level decision makers using a targered email campaign. Our strategy would focus on the following areas: Announcement of award of Sourcewell contract, highlighting the discounted rates the participating entity can take advantage of. Emails highlight the specific areas we can assist a potential customer, with specific ranges of average savings. Emails highlighting case studies of other customers or entities.	*
		For those customers where we are not provided with a point of contact, we utilize LinkedIn connections to contact potential customers and make them aware of our offerings. We would also be willing to commit to monthly or quarterly webinars that would be targeted specifically to Sourcewell members, which would highlight our services and the benefits Sourcewell members could realize by working with us. Please see the attached pdf's Sample Email, Sample Case Studies, Sample Wireline	
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Slick in zipped "Marketing Strategy" folder. Our sales and marketing team uses a CRM to track and manage all potential customers. This allows us to determine who we have reached out to, and track levels of interest. When we do email marketing campaigns, we track opens, clicks and unsubscribes or bounces. This allows us to more effectively target those people who are potentially interested in our services. Our website has a tracking software that alerts us when a potential prospect visits our site, so we are able to prioritize that entity as a lead. We also utilize LinkedIn and other subscription services to determine who decision makers are	*
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?	when information is not readily available to us. In our view, we would expect that Sourcewell would announce via email to its members that contracts were awarded. We would also expect that Sourcewell would provide us with a list of participating entities. From our past experience, once we are listed as a preferred vendor, the onus is on us to market our services. For the first 3 months, we would plan on dedicating at least 50% of all our marketing and sales resources to marketing to Sourcewell members. After that initial outreach, we would then dedicate 1 resource to spend a minimum of 75% of their time marketing and selling exclusively to Sourcwell entities. Due to the large number of participating members, it is our expectation that we would be marketing to these entities throughout the duration of the term of the award.	*
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.	Due to the specific nature of audit expense recovery, this is not something that can be ordered during an e-procurement process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional,	Our audit expense recovery services do not require any customer training, as our service team performs all the work. However, we do explain our reports to customers so they fully understand the data we are reporting and show them specifically how to validate costs and savings. This is done via a Microsoft Teams video call (or other similar technology). If a customer decides to utilize our portal product to track their inventory, we have a Product Specialist that will conduct a 1 hour call walking any end users through the website and showing them how to navigate the product. If additional training or explanation is needed, it is offered at any time at no charge to the customer.	*

41	Describe any technological advances that your proposed products or services offer.	We have developed PDF reading software that allows us to extract data directly from many telecom invoices. This allows us to analyze the bills more quickly, resulting in a quicker turnaround time than many other firms, who rely on RDD or other carrier data feeds. We find that on average, we complete our analysis and present reports to customer 10 days faster than our competition. Our customer facing portal product was built specifically to provide end users with a more complete solution for telecom expenses. We are able to integrate HR or Active Directory data into our system, allowing customers to link wireless lines directly to employees. When this is set up, our system can also determine when employees have been terminated and allow our team to proactively work with the client to suspend or cancel services, if desired. Our portal product allows for up to 20 custom fields, allowing customers to create more accurate reports of what divisions or cost centers are utilizing services. Our portal also allows customers to view all their services at the same time, eliminating the need to login to multiple websites. We track the history of every line of service once it is onboarded, providing end users with greater visibility into the cost and usage history of every line of service. Our portal also tracks wired services to specific locations so customers can avoid paying for services to locations that are no longer in service. On the wireless side, we are also able to track mid-cycle usage and utilize the data to proactively make changes if needed. Our portal also stores copies of all telecom bills so the customer can access any historical bill copies all within the same website.	*
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.	As a company, we have monthly volunteer opportunities for our team members, which are often related to environmental service. However in terms of our work product, because we are focused mainly on auditing and consulting services, we do not have any green initiatives related to our products at this time.	*
43	Identify any third-party issued ecolabels, 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.	Not applicable / None.	*
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.	Not applicable / None.	*

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?

Sourcwell entities should expect to realize real, hard dollar savings by working with us. We have a long track record of helping customers reduce their telecom expenses. Additionally, we utilize our technology to allow customers to gain better visibility into their telecom spend and what is driving costs. We have built a number of solutions that assist with this, and the end result is the customer ends up spending significantly less time managing telecom services. This soft savings of time, along with actual hard dollar savings, make us a vendor that always has a very strong ROI. Oftentimes, clients consider our team an extension of their internal IT team.

For wireless audit expense recovery services, contract terms are not a barrier to optimization in the mobility market. We can achieve savings for all mobility products (smartphones, tablets, data-only devices, MiFi's, basic phones, IoT, etc.) within four weeks of kicking off a project together. Typically, mobility cost-reduction projects require some kind of change by the client – there is either a change in carrier, a change in contract, or a change in end-user experience (a hardware change or SIM-swap). What makes Ten4 different is that we don't require any change by the user in order to achieve an average of 27% savings in the client's overall mobility spend. Whether a client just renewed their mobility contract with their carrier yesterday or they are out of contract and wish to stay that way, our strategies will drive savings and most of these savings strategies will be pricingand rate-driven making them entirely invisible to the end-user. Moreover, our clients still receive their bills directly from the carriers, receive their service directly from their carriers (with no concern for third-party changes in cellular coverage), and maintain relationships with their carrier customer care team (as desired and with our support).

Compared to other people in this industry, we do not rely exclusively on software to provide solutions with customers. We couple our proprietary technology with a team of skilled employees that are all based in the United States. We are also not a self-service type of product; our team is hands on and takes on as much heavy lifting as possible. This means we are able to achieve results and savings much quicker than other companies in the market. On average, our customers beginto realize savings within 6 weeks from the time they sign our contract.

We have built a customer facing portal product that allows customers to view all of their telecommunications services and invoices through a single login. This is software we have developed internally and is not a white labeled or third party service. We are able to tie invoices, services, order details and contract details specifically to locations, and we are able to support a robust wireless module that allows users to view all of their inventory. Our wireless module allows clients to track the device, cost and usage history of all their wireless lines while they work with us, including lines that are cancelled or change phone numbers. Additionally, we have created the ability to import employee data and custom fields to create flexibility beyond what wireless carriers support.

Finally, in addition to analyzing and reflecting a client's invoices in our portal, we also offer services to pay those invoices on customer's behalf. For many clients, the work involved with paying several hundred telecom invoices monthly can be daunting. When a client misses a telecom invoice, it could result in substantial late fee, reconnect fees and services to locations being shut off. We allow a customer to pay one invoice to us monthly, and we insure that 100% of their invoices are paid accurately and on time. Additionally, we provide monthly analytics on all telecom invoices to highlight any excessive or unusual charges, making sure bills the client is paying are within expected range. Finally, if a client wished to cancel a service, we handle the disconnects internally on their behalf.

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Table 9: 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 *	
46	Describe any performance standards or guarantees that apply to your services	Our fees are only tied to savings that are actually realized by the customer. We wait until a bill posts and they can see real savings before they are ever invoiced. For our wireless cost reduction services, we also guarantee a minimum of 10% savings. If we are not able to achieve 10% savings on a telecom invoice, the customer can choose to walk away and they have no obligation to pay us for our time or services. See attached file, Minimum Guarantee Wireless.PNG All savings realized are based on past spend and compared to current spend. We provide the client with detailed reporting, up to and including line by line spend reports, that can be validated directly from actual bill copies from the wireless carrier.	*
47	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	All telecom invoices are analyzed and available to the customer within 2 weeks of the time they are available on the carrier website. All changes authorized by the customer are implemented within 3 business days of the time of the authorization.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
48	Describe your payment terms and accepted payment methods.	We request payment within 30 days after invoice and payment by check, or ACH. Extended payment terms are granted on a case by case basis.	*
49	Describe any leasing or financing options available for use by educational or governmental entities.	Not applicable, as our services are consultative and not related to a physical product.	*
50	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.	Please see attached documents included in zipped folder titled "Standard Transaction Documents." Sourcewell OpD Mgd Svcs Agmt Sourcewell Ten4 Bill Aggregation Agmt Sourcewell Ten4 Portal Services Agmt Sourcewell Ten4 Telecom Cost Reduction Agmt Sourcwell OpD Wireless Cost Reduction Agmt	*
51	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?	We do not accept P-card procurement.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
100111			

52	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	Audit Expense Recovery: We have two shared-savings options that a client can choose from based off of their budgetary goals both equaling 16% of the first year's savings (this is preferred pricing for this Sourcewell RFP and represents a greater than 50% discount in our audit/optimization service).
	document upload section of your response.	In the first model, Ten4 charges 32% of the savings achieved over the first six months of our engagement with the client upon confirmation of cost savings. In the second model, we charge 16% of the savings achieved over the first twelve months of the engagement. Typically, Ten4 implements changes with the carrier immediately upon receipt of approved changes from the client even if those approved changes are received mid-cycle, so we say "upon confirmation of cost savings," above, in order to indicate that we do not invoice the client until we verify all savings on customer bill copies.
		It is important to note that, in both models outlined above, Ten4 has a minimum 10% savings guarantee for wireless cost reduction services. The 10% savings guarantee is a contractual "out" that allows our client to cancel their contract with no cost or commitment if we do not achieve savings above 10% before and after the approval process. To be clear, the client may approve or reject any recommendation for cost savings that we make for any reason (and they don't have to provide a reason). To this same end, we continues to verify savings and make additional savings recommendations for the full, twelve-month life of our contract together.
		Portal Product: If a client wishes to utilize our portal to gain full visibility into their wireless or telecom environment in order to gain complete visibility and increased operation efficiencies, we offer those services at the below rates: Portal access - \$750 per month. This includes access to our portal product, which will allow for all customer locations to be created, and all service agreements stored and loaded into the portal. We will also load in all wireless lines from supported US and Canadian carriers. Telecom bill aggregation — 3.5% of the invoice total. Additional 0.5% to add on billing aggregation and bill pay The Portal Access fee is waived if our fees for bill aggregation exceed \$750.
		Ongoing Wireless Management – if a client wishes to continue to have us review and audit wireless bills on a monthly basis, the fees shall be \$1.00 per smartphone, and \$0.50 per all other wireless devices. There is no minimum fee for this service, and client shall have access to the Wireless section of our portal product at no additional cost.
53	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.	Our standard pricing for Audit Expense Recovery is 50% of savings for 8 months. Our discount to Sourcewell members represents a discount in excess of 50% off our standard rates. Additionally, we are offering 12 months of service in lieu of our standard 8 months at no additional cost.
		Our standard pricing for portal access for customer is \$1,500 per month. We are offering a 50% discount to Sourcewell members.
		Our standard pricing for telecom bill aggregation is 6% of the invoice total. We are offering a 42% discount to Sourcewell

54	Describe any quantity or volume discounts or rebate programs that you offer.	Audit Expense Recovery: We will provide a discount on our fees based on the aggregate number of active clients. Client counts are assessed quarterly, and are defined as unique clients that were invoiced for services in that quarter. The discounts will be applied to the following quarter's invoices. 100 to 200 active members – 5% discount of fees 201 or more active members – 10% discount of fees	*
55	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.	N/A. All work is handled internally and nothing is sourced.	*
56	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	N/A. No such additional costs apply.	*
57	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A. No such additional costs apply.	*
58	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A. No such costs apply.	*
59	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A, not applicable.	*

Table 12: Pricing Offered

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Line Item	The Pricing Offered in this Proposal is: *	Comments
60	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	All pricing is specific to the services requested. Each service requires a contract to be executed by the client.
		Audit Expense Recovery: We have two shared-savings options that a client can choose from based off of their budgetary goals both equaling 16% of the first year's savings (this is preferred pricing for this Sourcewell RFP and represents a greater than 50% discount in our audit/optimization service). In the first model, Ten4 charges 32% of the savings achieved over the first six months of our engagement with the client upon confirmation of cost savings. In the second model, we charge 16% of the savings achieved over the first twelve months of the engagement. Typically, Ten4 implements changes with the carrier
		immediately upon receipt of approved changes from the client even if those approved changes are received mid-

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cycle, so we say "upon confirmation of cost savings," above, in order to indicate that we do not invoice the client until we verify all savings on customer bill copies.

It is important to note that, in both models outlined above, Ten4 has a minimum 10% savings guarantee for wireless cost reduction services. The 10% savings guarantee is a contractual "out" that allows our client to cancel their contract with no cost or commitment if we do not achieve savings above 10% before and after the approval process. To be clear, the client may approve or reject any recommendation for cost savings that we make for any reason (and they don't have to provide a reason). To this same end, we continues to verify savings and make additional savings recommendations for the full, twelve-month life of our contract together.

If a client wishes to utilize our portal to gain full visibility into their wireless or telecom environment in order to gain complete visibility and increased operation efficiencies, we offer those services at the below rates: Portal access - \$750 per month. This includes access to our portal product, which will allow for all customer locations to be created, and all service agreements stored and loaded into the portal. We will also load in all wireless lines from supported US and Canadian carriers. Telecom bill aggregation -3.5% of the invoice total. Additional 0.5% to add on billing aggregation and bill

Portal Product:

The Portal Access fee is waived if our fees for bill aggregation exceed \$750.

Ongoing Wireless
Management – if a client
wishes to continue to have
us review and audit wireless
bills on a monthly basis, the
fees shall be \$1.00 per
smartphone, and \$0.50 per
all other wireless devices.
There is no minimum fee for
this service, and client shall
have access to the Wireless
section of our portal product
at no additional cost.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
61	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.	Every potential prospect is created in our CRM and within this CRM we track a number of fields, including Lead Source, Name of Agent, and Agent Commission Owed. This allows us to pay commissions and fees to all of our partners. In this same CRM, every potential customer has a billing schedule, billing rate, and billing rate type. This allows us to make sure a customer is billed properly. Prior to becoming a customer, our VP of Operations reviews every file in our CRM to make sure the signed contract is attached, and the billing and referral partner fields are filled out correctly.
		Every month, our CRM sends a report to our internal billing team that contains all the fields listed above. The billing team uses this spreadsheet to track customer billing for every active project. The account manager sends an email to our billing team to confirm an account is ready to bill; the billing team then references the spreadsheet to confirm that the method/rate of billing to the customer matches the contract. As they bill customers, they use this spreadsheet to double check that 100% of customers are billed when they should be billed, which prevents any errors from occurring. They also use this sheet to create a bill to accrue for any referral payments owed to partners. For Sourcewell, a bill will be created for each invoice that is sent to a customer that is part of the program. We then use those bills to make sure that payments are issued to Sourcewell. 95% of our customers come from either a referral partner or source, so we have built our entire billing and accounting process to make sure accurate payments are issued to those partners.
62	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.	As soon as a contract is signed, we add the customer to our CRM system. We then have a weekly operations call to review all new customers and make sure we are making progress to implementation. We track the date we receive a contract, the date we receive access to carrier websites, the date we start our audit and expense recovery process, when those initial findings are completed, when we present to a customer, when those recommendations are approved, when they are implemented, and when the customer realized savings.
		In addition, we track the monthly savings realized on each carrier invoice in both our monthly reports that go out to the customer, and in an internal website where we can view savings for every single customer. In summary, our business has been successful by making sure we have a process to track a customer's progress every step of the way and to insure we are saving them money. We utilize both a CRM and proprietary websites we have built to give us both a micro and macro view of all of our projects, which also allows us to easily report on projects.

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Identify a proposed administrative fee that you will pay to We will pay Sourcewell the following administrative fees: Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee Audit Expense Recovery: is typically calculated as a percentage of Vendor's sales under the 1 to 100 active members - 10% of fees received from Contract or as a per-unit fee; it is not a line-item addition to the customers Member's cost of goods. (See the RFP and template Contract for 101 to 200 active members - 12.5% of fees received from additional details.) customers 201 or more active members - 15% of fees received from customers Portal Product and Ongoing Wireless Management: 1 to 100 active members - 3% of fees received from customers 101 to 200 active members - 4% of fees received from customers 201 or more active members - 5% of fees received from customers Active member counts are calculated quarterly, and are based upon the total number of unique members that were invoices at least 1 time for any service during that calendar quarter. Ten4 will provide Sourcewell with a detailed list of customers, invoice numbers, invoice dates, and invoice dollar amounts along with the corresponding administrative fee.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Wireless Cost Reduction (Audit Expense Recovery): Our wireless cost reduction services are dedicated specifically to reducing the wireless spend for cellular services. What makes Ten4 different is that we don't require any change by the user in order to achieve an average of 27% savings in the client's overall mobility spend. Whether a client just renewed their mobility contract with their carrier yesterday or they are out of contract and wish to stay that way, our strategies will drive savings and most of these savings strategies will be pricing- and rate-driven making them entirely invisible to the end-user. Moreover, our clients still receive their bills directly from the carriers, receive their service directly from their carriers (with no concern for third-party changes in cellular coverage), and maintain relationships with their carrier customer care team (as desired and with our support). The first step in mobility optimization after executing a project with each site is to perform a historical, three-month, deep-dive analysis. During this step, we analyze 30+ categories of optimization potential including pricing, rate structures, feature usage, discount structures, etc. We then compare these categories to best-in-class pricing based on both industry and user-base. Since we currently manage over 200,000 lines of service and have been operating specifically in the mobility space for over 15 years, we have helped clients of all shapes and sizes in all major industry verticals to achieve the most aggressive pricing possible and have a privileged understanding of what clients can expect to see from their carriers. We are also attentive in this step to any seasonal usage and will dive further back into our analysis to design "in" and "out of" season usage projections to be sure that all optimization is specific to the client's needs. During this phase, we will also review any existing carrier contracts and contracted rates to look for any potential overcharges or incorrect taxes, fees or surcharges being c
		with no commitment and no fee. The third step in our mobility optimization projects is implementation. Unlike other mobility cost reduction consultants, we do not present theoretical savings based on recommendations and then leave it to the client to implement the recommendations to achieve the savings. Instead, the heavy lifting for the project is on our team and

Vendor Name: Ten4 Mobility, LLC dba OpDecision

we are responsible (via a unique carrier portal login created by the client and providing full transparency in the portal) for implementing approved changes directly in the carrier portal, validating savings directly on the carrier bill copy, earning credits back for any billing errors directly with the carrier, and generally acting as a layer of cost-savings protection between the client and carrier. During this time, we will also file for credits owed for any billing errors and work with the wireless carriers to correct the issues on a go-forward basis.

We work with all major US and Canadian wireless carriers. We also work with customers of all sizes and spend.

Telecom Cost Reduction (Audit Expense Recovery):

In addition to wireless cost reduction services, we also analyze and reduce expenses on traditional telecom or wired services. The first step after executing a project with each site is to gather copies of all telecom invoices. We typically use a detailed report or general ledger data for a 3 month period of all charges coded to telecommunications. We then utilize this data to build up a project plan for all the documentation we will need to analyze for the client. We will then work with the client to gather copies of invoices and work to match them to specific services and locations. We then look to get copies of contracts or service agreements for each of these invoices. Often a client will provide us with a letter of authorization to work on their behalf with the various carriers to get copies of actual contracts. Once we have built up an inventory of services, we analyze 30+ categories of optimization potential including pricing, rate structures, feature usage, discount structures, etc. We then compare these categories to best-in-class pricing based on both industry and user-base. During this phase, we will review the existing carrier contracts and contracted rates to look for any potential overcharges or incorrect taxes, fees or surcharges being charged to the client. We also put together a report that will detail any duplicate services, services being charged to locations that are no longer in service, as well as benchmarking the client's rates against optimal rates for those services.

The second step after this deep dive analysis is to schedule about an hour-long meeting with the POC's for each site and present our recommendations. During this meeting, we will outline our recommendations as well as any potential billing errors. Clients have full autonomy during this phase of the project and can reject any recommendation for any reason (and they don't have to give a reason). Only approved recommendations are counted toward the final savings figure and we can typically receive simple "YES/NO" approvals and rejections during this initial call.

The third step in our telecom cost reduction projects is implementation. Each project is different depending on the situation, however there are some common steps we often take. This can include renegotiation, cancellation of unused or unneeded services, or filing for credits owed for any billing errors and working with the telecom provider to correct the issues on a go-forward basis.

Our client base includes clients ranging from small customers with only a handful of services to clients with thousands of physical locations and thousands of services. Typically we find that clients with a large telecom expense spend are the most likely to realize savings, we are always willing to review even small telecom spends, even if just to validate their current services are the best fit.

Portal Product:

We have build an online environment for those clients that wish to gain full visibility into their wireless or telecom environment. Client utilize our portal in order to improve visibility into their telecom spend, and increase operational efficiencies. Our portal supports all US and Canadian telecommunications providers, both wireless and traditional wireline. If a client chooses to utilize our portal product, they will be able to view all their locations and associated services, and all service agreements will be stored to allow for a single repository. We will also load in all wireless lines from supported US and Canadian carriers, giving the client single pane to view all services.

We also offer optional services within our portal, including telecom bill aggregation, with optional bill pay. Clients that utilize this services are provided with a detailed report of all telecom invoices. Our billing team reviews every single invoices and will provide the client with variances from prior months or contracted rates. We also offer an optional bill pay service, in which the customer pays us once for all telecom invoices, and we are responsible for paying all the invoices on their behalf. Clients that pay more than 25 telecom invoices in a month have found that this service will pay for itself just through the elimination of late fees and overpayments. Additionally, clients that utilize this service are typically able to reduce the workload on their accounts payable staff by an average of 30 minutes per invoice paid by Ten4. For traditional telecom services, clients may choose to utilize the portal product and associated services in conjunction with the cost reduction project. However, some clients will choose just choose to utilize the portal

product and skip the telecom cost reduction portion of the project. While we suggest clients utilize the cost reduction services in order to realize hard dollar savings, we support both types of clients. As part of our wireless inventory management, we also include detailed reporting to the client. This reporting will highlight users with high data usage, high costs, and other key measures critical to understanding wireless spend. Our portal also includes the ability to integrate with user data, allowing a customer to attach a wireless line to a particular user. This allows for increased efficiency in handling employee terminations and insuring all wireless lines are coded properly. Ongoing Wireless Management In many cases, after the completion of a cost reduction project, a client wishes to continue to have us review and audit wireless bills on a monthly basis. In the wireless world, rates are constantly being changed and because every wireless line can have a different rate plan, there is a greater need for constant monitoring. In an analysis of clients that utilize us for ongoing management, we find year over year savings of anywhere from 5% to 20% annually over the prior year's spend. As part of our ongoing wireless management, the client will gain access to their wireless inventory in our portal, as well as all associated reporting and related integrations. Additionally, our wireless management services includes contract negotiation, running or assisting with wireless RFP's, cost allocation reports, and monthly reporting. This ongoing management is an extension of our cost reduction strategies, which allows the client to keep their costs from increasing at a low, fixed 65 Within this RFP category there may be The primary category that our services fall under is the Audit expense recovery subcategories of solutions. List subcategory category. Within this category, we have a couple of specific services: titles that best describe your products and One Time Cost Savings Projects (Twelve Months Each): services. Wireless Cost Reduction Traditional Telecom (Wireline) Cost Reduction Ongoing Telecom Cost Savings Strategies: Wireless Managed Services

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

Bid Number: RFP 072822

Indicate below if the listed types of Communications Technology Consulting Services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

migration solutions.

Billing Aggregation and Analysis

Our Portal only offering falls under the category of 5G, mobility, wireless, and

Line Item	Category or Type	Offered *	Comments
66	Audit expense recovery	© Yes ○ No	
67	5G, mobility, wireless, and migration solutions	© Yes ○ No	
68	Cloud, hybrid cloud, and on-premise infrastructure environments	C Yes ⓒ No	
69	Data and call centers	C Yes c No	
70	Voice and video communications and data usage	C Yes ⓒ No	
71	Network compliance and security	← Yes ♠ No	

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Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - Pricing Pricing.pdf Thursday July 28, 2022 11:42:42
 - Financial Strength and Stability Ten4 OPD Financials 2020, 2021, YTD 2022.pdf Thursday July 28, 2022 10:47:36
 - Marketing Plan/Samples Marketing Strategy.zip Thursday July 28, 2022 10:29:37
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - Standard Transaction Document Samples Standard Transaction Documents.zip Thursday July 28, 2022 10:35:36
 - Upload Additional Document Additional Documents.zip Thursday July 28, 2022 11:36:21

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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. - George Mote, Pre-Sales Project Manager, Ten4 Mobility, LLC dba OpDecision

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.

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_9_Communications_Tech_Consulting_RFP_072822 Wed July 20 2022 04:25 PM	M	2
Addendum_8_Communications_Tech_Consulting_RFP_072822 Fri July 15 2022 08:56 AM	M	1
Addendum_7_Communications_Tech_Consulting_RFP_072822 Wed July 13 2022 02:17 PM	M	1
Addendum_6_Communications_Tech_Consulting_RFP_072822 Mon July 11 2022 04:27 PM	M	2
Addendum_5_Communications_Tech_Consulting_RFP_072822 Wed June 22 2022 10:39 AM	M	1
Addendum_4_Communications_Tech_Consulting_RFP_072822 Tue June 21 2022 09:06 AM	M	1
Addendum_3_Communications_Tech_Consulting_RFP_072822 Fri June 17 2022 12:32 PM	M	1
Addendum_2_Communications_Tech_Consulting_RFP_072822 Thu June 16 2022 04:16 PM	M	1
Addendum_1_Communications_Tech_Consulting_RFP_072822 Fri June 10 2022 10:26 AM	M	1