

**MASTER AGREEMENT #102924****CATEGORY: Fleet Management Technologies with Related Software Solutions****SUPPLIER: USCC Services, LLC**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and USCC Services, LLC, 8410 W. Bryn Mawr Ave. Chicago, IL 60631-3486 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on April 23, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #102924 to Participating Entities. In Scope solutions include:
- a. Fleet management information systems;
 - b. Fleet technology related hardware solutions;
 - c. Related software solutions;
 - d. Fleet telematics;
 - e. Geofencing solutions;
 - f. Motor pool and fleet sharing solutions services;
 - g. Integrated video solutions; and,
 - h. Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier is not responsible for circumstances beyond its control, including without limitation, acts or omissions of others, pandemics, epidemics, atmospheric conditions or acts of god. Sourcewell and the Participating Entities understand that service may be interrupted or unavailable due to atmospheric or topographical conditions, governmental regulations or orders, or system capacity limitations. Representations of coverage by Supplier or its agents are not guarantees.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

ix) **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.

- x) **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.
- xi) **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 Agreement 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.
- xii) **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.
- xiii) **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.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement 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 Agreement or any purchase by an authorized user.
- xv) **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 Agreement or any purchase by a Participating Entity.
- xvi) **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.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.

xviii) **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.

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

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

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

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

c) **Use; Quality Control.**

i) 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.

ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement 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.

- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **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 Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 but only with respect to liability assumed under the contract by Supplier.

- 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 Agreement or other insurance applicable to the Supplier or its subcontractors but only with respect to liability assumed under the contract by the Supplier. 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

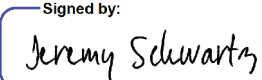
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed, including a participating addendum, the standard form of which is attached hereto as **Exhibit A** as an example. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

USCC Services, LLC

Signed by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 4/25/2025 | 10:50 AM CDT

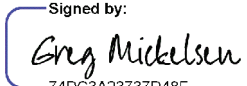
Signed by:

 By: 74DC3A23737D48F...
 Greg Mickelsen
 Title:
 Date: 4/25/2025 | 10:23 AM CDT

Exhibit A
Example Participating Addendum

PARTICIPATING ADDENDUM
(Custom)

1. THIS PARTICIPATING ADDENDUM (“Addendum”) is between You and USCC Services, LLC on behalf of its operating licensed affiliate doing business as UScellular in the Home Market (“USCC”). You agree that due to the various Service offerings and related rate plans, usage guidelines and other useful information, it is impossible for USCC to provide all the terms of Your Service in this Addendum and that this Addendum includes references to Related Documents. Capitalized terms when used in this Addendum or any Related Document have the meanings defined in Section 2, Definitions. **The Addendum is an addendum to the Contract Documents (as defined below) and those documents and any Related Document(s) are hereby incorporated by reference and made a part of this Addendum.** The Addendum applies to all USCC Service and Equipment purchases (unless otherwise stated herein) which You purchase pursuant to a Service Order referencing this Addendum. Unless otherwise agreed, the Effective Date of this Addendum is the date that You sign a Service Order or the date Your account is created, whichever is first to occur. If there is a conflict between the Addendum and any Related Document, the order of precedence is: 1) the Contract Documents; 2) this Addendum; 3) Service Order; 4) USCC policies; and 5) all other Related Documents (collectively, “the Contract Documents”). USCC may amend any terms to the Addendum or any Related Document with or without notice (depending on any requirement to give notice) at any time to reflect new legal requirements, changes within USCC’s business, Service features, Service options, Service promotions or to clarify USCC’s practices. Where notice is required, USCC will use reasonable efforts to give You at least thirty days’ notice of any such change when practicable. Service Orders and RICs may only be amended by a writing between You and USCCs.

2. DEFINITIONS

These definitions are additional terms and conditions of the Addendum.

“Brochure(s)” (or any document serving a similar purpose) means the documents that contain descriptions, pricing, and other additional terms for purchases under this Addendum which are made available to You by USCC. USCC may modify the Brochures from time-to-time.

“Business Solution Services” means Services consisting of Internet of Things (“IoT”) Services and Value Added Services (“VAS”) which are both a subset of Services. Business Solution are Services where data is transmitted over USCC’s network and any of USCC’s partner carriers between or among devices (including wireless devices, modems, computer servers, or other machines) and between devices and application servers in the cloud with limited or no manual administration, supervision, intervention, or interaction that generates voice traffic, that does not include a dial pad, and which may or may not require additional equipment.

“Commitment” means, collectively, a Service Commitment and an Equipment Commitment

“Confidential Information” means, with respect to either party, the Addendum, together with all confidential business or technical information or materials of such party, all nonpublic information of a confidential nature, in any form, provided or made available by one party to the other party or its

personnel that is marked with a confidentiality marking or that the receiving party knows or should know to be confidential given the nature of the information. Confidential Information includes Personal Information.

“Customer Proprietary Network Information” or “CPNI” has the meaning ascribed to it at <https://www.uscellular.com/privacy>.

“Early Termination Fees” or “ETF” means fees imposed for Your failure to meet any Commitments.

“Equipment” means wireless telephone, data, and other similar devices and ancillary devices or accessories purchased by You from USCC, otherwise provided to You by USCC, or approved in writing by USCC for use in connection with Service(s).

“Equipment Commitment” or “EC” means a continuous period of time for which You are required to maintain a Service on subsidized Equipment.

“Home Market” means the market in which the USCC switch, to which your account is assigned at the time your service is established and located.

“Monthly Recurring Cost” or “MRC” means the monthly cost for a Service plan and excludes any applicable taxes, regulatory cost recovery charges, surcharges, fees, and other charges billed separately.

“Personal Information” has the meaning ascribed to it at <https://www.uscellular.com/privacy>.

“Retail Installment Addendum” or “RIC” means a separately executed agreement between You and USCC for the purchase of Equipment under an installment plan pricing arrangement.

“Related Document(s)” means any additional written terms, including but not limited to any Service Order, Authorization Form, Brochures, the Contract Documents, amendments, exhibits, Service specific terms, policies, and any online terms related to the Services and the Equipment.

“Service(s)” means all services, including, without limitation, telecommunication, voice, and data services made available to You by USCC, including Business Solutions Services that USCC provides directly or indirectly to You.

“Service Commitment” or “SC” means a period of time, if any, for which Customer is committed to pay for a Service plan. Service Commitment commences on the activation date of such Service plan.

“Service Order” means a Related Document used for ordering Service and Equipment which includes the additional terms of Your order, such as pricing, rate plans, and Commitments.

“Service User(s)” or “User” anyone who accesses or uses any Service provided to You under this Addendum.

“You” or “Your” or “Customer” or any derivative thereof means the person or entity executing a Service Order and/or s a Addendum and its employees, directors, members, agents, and representatives.

“USCC” means USCC Services, LLC on behalf of its operating licensed affiliate doing business as UScellular in the Home Market.

3. **PROVISION OF SERVICE**

- (a) In order for You to purchase Service and Equipment from USCC, You must execute a Service Order referencing the Addendum and detailing the Services, pricing, Service Commitment, Equipment Commitment, Volume Commitment and any other relevant terms for the specific Service and Equipment purchased. All purchases under a Service Order will be governed by the Addendum between You and USCC. Equipment purchased using installment payments must be purchased via a RIC and cannot be purchased under the Service Order.
- (b) Service is available to Equipment only when such Equipment is within the operating range of Service as set forth in USCC's standard coverage maps and is provided subject to availability and operational limitations of systems, facilities, and equipment. The standard coverage maps may be found at <https://www.uscellular.com/content/uscc-static/en/coverage-map.html>. USCC may periodically update the maps. Your Service is furnished for Your use only. You may not resell any Service.
- (c) Except for usage on any Business Solution Services device, at least 50% of your monthly usage for each device on Your account must be used in USCC's licensed markets.
- (d) USCC reserves the right to monitor usage either continually or from time to time for the sole purpose of enforcing permitted usage. USCC may (without or with notice as may be required) impose usage or service limits, suspend and/or terminate Service or block certain categories of transmissions in its sole discretion to protect You, its customers, its network or for any reasonable business purpose, including Your failure to perform any of Your obligations such as paying for any Services when payment is due. You may not use the Service for any unlawful, improper, harassing, or abusive purpose or in such a way that interferes with USCC's network, business operations, employees, or customer. You shall comply with all applicable state and federal laws and regulations, and USCC's Acceptable Use Policy located at <https://www.uscellular.com/legal>. You are responsible for all Users of Your Service. You are responsible for ensuring that all equipment You use with a Service is compatible with the Service. If You desire to improve, limit, protect or otherwise control Your use of any of the Services, You must procure, at your own cost, any required software, services, controls, or equipment.
- (e) **Business Solutions Services (if applicable).** If You are utilizing any Business Solutions Services, the requirements for use of such Services including data rates, equipment, and service-specific terms and conditions, shall be set forth in the applicable Service Order. Business Solution Services may require third party equipment, third party services such as software-as-a-service ("SaaS"), and/or the acceptance by You of third party end-user license agreements. You agree that You may only use such third party equipment or services that are approved by USCC for use on its network. USCC may prohibit certain standard wireless devices and equipment from being activated on IoT lines. Business Solutions Services are also governed by any such applicable third party terms and conditions. USCC makes no warranties, representations, or other statements regarding such third party equipment, agreements, or services even if approved by USCC for use, and USCC is no way responsible for such third parties' equipment, agreements, or services. If You choose to pay for any Business Solutions Services via carrier billing, You agree that USCC may include the applicable monthly charge on Your bill for the Business Solutions Services and that You shall pay those charges when due. USCC may include a one-time implementation charge and equipment charge on Your bill when applicable. You agree that USCC may share Your information with third-party Business Solution Services providers, including but not limited to name, company name, cellular telephone number, service plan, and e-mail address. You may be responsible to pay the third-party Business Solutions Services provider directly for any remaining charges for the Business Solutions Services upon expiration or termination of this Addendum.

(f) Wireless Priority Service. USCC is under contract with General Dynamics Information Technology, Inc. ("GDIT"), the Federal Government's Priority Telecommunications Services contractor, to provide call data for a user's Wireless Priority Service ("WPS") calls and Government Emergency Telecommunications Service ("GETS") calls to GDIT and the Department of Homeland Security Office of Emergency Communications for the purpose of evaluating service performance and protecting against fraudulent or unlawful use. If and when You use WPS or GETS, You consent to USCC providing Your call data for WPS or GETS calls, as applicable, to these parties and for this purpose.

4. Rates and Charges

(a) You shall pay for Service and Equipment at the rates set forth in the applicable Service Order and all applicable additional charges. Pricing in any Service Order is exclusive of any applicable taxes, fees and other required charges which will be added to Your bill, unless You provide USCC with a tax exemption certificate acceptable to USCC, or other documentation acceptable to USCC supporting Your assertion that any such tax or fee is not due from You. USCC may impose a Regulatory Cost Recovery Fee ("RCRF") to defray some or all of the regulatory costs it incurs and an Administrative Fee ("AF") to recover some portion of the costs incurred in provisioning service to You. Neither the RCRF nor the AF are government mandated charges, but they are fees imposed and retained by USCC in addition to other charges that appear on Your bill. For more information about the types of costs that are recovered by the RCRF and the AF go to uscellular.com/support/FAQ. Fees and taxes that cover amounts directly remitted to government agencies (such as the Universal Service Fund charge and 911 surcharges) are subject to change without notice. USCC will provide you advance notice of rate changes to the RCRF, AF and any other fees it retains. USCC will measure and bill voice Service usage in one-minute increments, and each partial minute of usage will be rounded up and billed as a full minute. USCC may bill You for calls that are not completed but ring longer than 59 seconds. For completed calls, You will be billed from the time You push the "send" button until the call is terminated.

(b) The business address (not the billing address if different) will be deemed to be the primary place of use of Service for all Equipment for the purposes of calculating certain taxes, surcharges, and fees. You agree to inform USCC of any changes to the business address. That business address must always be within USCC's licensed markets.

(c) All rates set forth in a Service Order are applicable until the end of the Service Commitments set forth in the Service Order, and promotions, discounts or other offers set forth in any other documentation, including any Brochures, will not apply.

5. BILLING AND PAYMENT

(a) USCC shall bill You on a monthly basis for all amounts due hereunder. Billing for calls made/received by You outside of Your Home Market may occur after the close of the regular billing cycle. Typically this occurs when You make/receive calls late in the billing cycle outside of the Home Market such as when You are roaming on another carrier's network or making/receiving calls on a USCC network other than the Home Market. When this occurs, the minutes used, and associated charges, will be applied against Your monthly calling plan in the month that the usage appears on the bill rather than the month the calls actually occurred.

(b) Your payment due date will appear on Your bill. USCC may charge a late fee of 18% per annum for any amount not paid when due. Except where prohibited by law, USCC may charge a processing fee of up to \$5.00 on any credit balance due upon termination of Service for any reason. You agree that You may be charged a collection fee if the account is referred to a third party agency for collection. The collection fee will be assessed up to the maximum amount permitted by applicable

law. You agree to reimburse USCC for all costs (including, without limitation, reasonable attorneys' fees, collection fees and similar expenses) incurred by USCC in connection with the collection of amounts due from You hereunder.

(c) IF THERE ARE ANY ERRORS IN BILLING, YOU MAY SEEK A CREDIT OR REFUND FOR ERRORS IN BILLING FOR UP TO 180 DAYS (OR AS OTHERWISE PROVIDED BY ANY LOCAL STATE LAW) AFTER ISSUANCE TO YOU OF THE BILL ON WHICH THE ERROR IS CONTAINED BY CONTACTING USCC. YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE BILL AND TO BRING, OR PARTICIPATE IN, ANY LEGAL ACTION ARISING OUT OF SUCH DISPUTE IF YOU FAIL TO DISPUTE THE CHARGE ON YOUR BILL WITHIN SUCH TIME PERIOD. USCC ALSO HAS THE RIGHT TO BACK BILL YOU FOR ANY ERROR THAT RESULTS IN ANY UNDERBILLING TO YOU WITHIN 180 DAYS OF THE ISSUANCE OF THE BILL THAT SHOULD HAVE REFLECTED THE UNDERBILLED CHARGE.

(d) If you have any outstanding charges, USCC may withhold any credit due You.

6. Coverage

You acknowledge that Service may be interrupted or unavailable due to atmospheric or topographical conditions, governmental regulations or orders, or system capacity limitations. Representations of coverage by USCC or its agents are not guarantees. You also acknowledge that Business Solutions Services may be interrupted or unavailable due to the failure of third party suppliers or the termination of one or more third party supplier relationships.

7. Service Commitment ETF

If Your rate plan has a Service Commitment, then You are responsible for Service Commitment ETFs as described in this Section 9 and the Addendum. If You terminate a Service on or after the Service activation date but prior to the expiration of the Service Commitment, the ETF shall be 50% of the MRC for the terminated line of Service multiplied by the number of months remaining in the SC, unless otherwise stated in any applicable Service Order; any remaining partial months will not be prorated for purposes of calculating the SC ETF, and You will be responsible for all fees and charges through the end of Your billing cycle for that month.

8. RESERVED

9. Certificate of Authority

If You are a person, firm, or organization, other than the individual user of the Service, the individual agreeing to this Addendum and/or any Service Order on behalf of You hereby certifies having authority to agree on behalf of You.

10. INTELLECTUAL PROPERTY RIGHTS

All intellectual property, including, without limitation, trade secrets, know-how, methodologies, and processes related to any USCC Service or Equipment or otherwise made known or available to You in connection with USCC provisioning of the Services or Equipment under this Addendum shall at all times remain the exclusive property of USCC or its suppliers (as the case may be). No licenses, express or implied, under any patents are granted by USCC to You.

11. CREDIT INFORMATION

You hereby authorize business references or consumer and credit agencies to furnish USCC with credit records, ratings, and history.

12. PRIVACY

USCC may collect, process, and share Confidential Information and CPNI about You or Your account consistent with USCC's privacy policy, available at <https://www.uscellular.com/privacy>, without further specific notice to You and You hereby agree to such use. You hereby authorize and consent to allow USCC and/or its third party collection agencies to contact You regarding Your account status. Such contact may be made by live persons or pre-recorded messages to any mailing address, telephone number, wireless telephone number, e-mail address or any other electronic address that You provide. You agree that such contact may be made by an automatic telephone dialing system, automatic e-mailing system or any other automatic electronic messaging system.

13. FORCE MAJEURE

No delay, failure, or default, other than a failure to pay charges when properly due, will constitute a breach of this Addendum to the extent caused by hurricanes, earthquakes, epidemics, pandemic, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, acts of war, terrorism, acts of governments such as expropriation, condemnation, embargo, changes in laws, and shelter-in-place or similar orders, or other causes beyond the performing Party's reasonable control and without the fault or negligence of the Party claiming a Force Majeure event to excuse its performance (each and collectively "Force Majeure Event"). If a Force Majeure Event occurs as defined herein, either Party shall be excused from performing any obligations under this Addendum but only to the extent such Force Majeure Event occurs and prevents a party from performing its obligations under this Addendum (except for any payment obligations). You shall not have the right to any credits from USCC for costs, expenses or otherwise incurred by You as a result of any Force Majeure Event.

14. WIRELESS EMERGENCY ALERTS

USCC delivers wireless emergency alerts ("WEAs"), at no additional charge, to capable devices of customers throughout its service area and through roaming arrangements in most circumstances. Participation in the WEA program by wireless providers such as USCC is voluntary, but those that offer the service must adhere to the technical and operational requirements established by the FCC. The FCC has recently adopted certain enhanced WEA features that USCC is deploying in its network. However some devices may not be able to access some or all of these enhanced features. USCC makes no representation concerning the suitability of any device to receive WEAs. For additional information about WEAs, please see the USCC website at <https://www.uscellular.com/support/wireless-emergency-alerts>.

15. GOVERNING LAW

This Addendum shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois. In the event of any conflict between this Addendum and the applicable laws or tariffs of any local, state, or federal body, such laws or tariffs shall control to the extent applicable.

16. NO WAIVER AND SEVERABILITY

USCC's failure to enforce any right or remedy available under this Addendum is not a waiver. If any part of this Addendum is held invalid or unenforceable, the remainder of this Addendum will remain in force.

17. SURVIVAL

In addition to those provisions that specifically provide for survival beyond termination, all provisions that should naturally extend beyond the termination of this Addendum will survive termination of this Addendum for any reason, including those regarding ownership, indemnification, warranties, liabilities, and limits thereon, and confidentiality and/or protection of proprietary rights and trade secrets, which will survive indefinitely or until the expiration of any time period specified elsewhere in this Addendum with respect to the provision in question.

18. ENTIRE AGREEMENT AND AMENDMENT

This Addendum and the Contract Documents are the entire agreement between You and USCC regarding the subject matter hereof. All prior or contemporaneous agreements, proposals, promises, understandings, and communications between You and USCC or any employee or agent of USCC regarding the subject matter hereof, whether oral or written, are superseded by, and merged into this Addendum and the Contract Documents. This Addendum will not be supplemented or modified by any course of dealing or trade usage. Except as otherwise provided in the Contract Documents, this Addendum or any Service Order, this Addendum or any Service Order may not be modified or amended or any rights of a party to it waived except in a writing signed by duly authorized representatives of the parties hereto.

IN WITNESS WHEREOF, USCC and Customer have caused this Addendum to be executed by their duly authorized representatives effective as of the Effective Date.

AGREED AND ACKNOWLEDGED BY THE PARTIES' AUTHORIZED REPRESENTATIVES	
EFFECTIVE DATE	
USCC SERVICES, LLC	Signature: _____ Printed Name: Title:
INSERT CUSTOMER LEGAL ENTITY NAME: _____	Signature: _____ Printed Name Title:

RFP 102924 - Fleet Management Technologies with Related Software Solutions

Vendor Details

Company Name: USCC Services, LLC

Does your company conduct business under any other name? If yes, please state: dba UScellular

Address: 8410 W Bryn Mawr Ave
Chicago, IL 60631

Contact: Lindsey Hibl

Email: businesschannelsal@uscellular.com

Phone: 262-949-2702

HST#: 364046814

Submission Details

Created On: Tuesday September 24, 2024 11:05:43

Submitted On: Tuesday October 29, 2024 10:07:11

Submitted By: Lindsey Hibl

Email: businesschannelsal@uscellular.com

Transaction #: b14a990e-746f-4500-81cf-5864f0c70653

Submitter's IP Address: 163.116.254.44

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	USCC Services, LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	UScellular (USCC) does not have any subsidiary companies whose equipment, products, or services are included in the Proposal. Additionally, USCC is a majority-owned subsidiary of Telephone and Data Systems, Inc. (TDS). TDS will not be directly involved in any services set forth in the Proposal, however, USCC and TDS share certain back-office functions.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	6WNA7	*
5	Provide your NAICS code applicable to Solutions proposed.	922120	
6	Proposer Physical Address:	8410 W Bryn Mawr Ave Chicago, IL 60631-3486	*
7	Proposer website address (or addresses):	www.uscellular.com	*
8	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):	Name: Christopher White Title: Senior Director of Sales Operations and Enablement Address: 8410 W Bryn Mawr Ave Chicago, IL 60631-3486 Email: Christopher.White2@uscellular.com Phone: 501-831-4941	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: Christopher White Title: Senior Director of Sales Operations and Enablement Address: 8410 W Bryn Mawr Ave Chicago, IL 60631-3486 Email: Christopher.White2@uscellular.com Phone: 501-831-4941	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Founded over four decades ago, USCC stands proud as the United States' fourth-largest full-service wireless carrier. Our journey began with a simple yet ambitious vision: to connect people and communities with superior technology and unparalleled service. Today, we are recognized not just for our expansive national network coverage but also for our relentless pursuit of innovation and our commitment to enhancing the customer experience.</p> <p>USCC's legacy is built upon a foundation of integrity, respect, and excellence. These core values have guided us through 40 years of industry changes, technological advancements, and evolving customer needs. We take pride in our robust infrastructure, a testament to our dedication, which includes the ownership and operation of 100% of our towers. This autonomy in infrastructure underscores our commitment to providing reliable and high-quality service across the nation. Our journey has been marked by significant milestones, including the pioneering of industry innovations and a focus on bridging the digital divide.</p> <p>Our early and ongoing investment in 5G technology exemplifies our commitment to bringing cutting-edge connectivity to every corner of Rural America and beyond. USCC's dedication to serving a broad spectrum of customers—including government entities, private sector companies, and individual consumers—has established us as a trusted advisor in the wireless service industry. We approach each customer relationship with a consultative mindset, prioritizing trust, personalized service, and a deep understanding of our customers' unique need.</p> <p>Our business philosophy extends beyond mere transactions. We see ourselves as partners in our customers' success, engaging with them to understand their challenges and goals. This partnership approach has enabled us to not just meet but exceed expectations, ensuring that our customers benefit from the latest technological advancements and customer-centric solutions.</p> <p>At USCC, we promise to maintain our heritage of innovation and customer service excellence. We look forward to the opportunity to continue this tradition with Sourcewell and its members, leveraging our industry expertise to provide solutions that meet today's needs and anticipate tomorrow's challenges.</p>	*
12	What are your company's expectations in the event of an award?	<p>Upon being awarded a contract by Sourcewell, USCC envisions embarking on a strategic partnership that emphasizes mutual success, innovation, and comprehensive service delivery to Sourcewell members. Our expectations are centered around three core areas: Strategic Partnership Development: Our primary expectation is to develop a robust partnership with Sourcewell, fostering an environment of collaboration and mutual benefit. We aim to work closely with Sourcewell to understand the unique needs of its members and tailor our services to meet these requirements efficiently. This partnership will be built on the principles of transparency, accountability, and continuous dialogue to ensure both parties achieve their strategic objectives.</p> <p>Expansion and Innovation: USCC anticipates leveraging this award as an opportunity to introduce cutting-edge wireless technology solutions to a broader audience, including government entities, educational institutions, and nonprofit organizations. We are committed to pioneering innovations in 5G technology and IoT solutions that can drive significant value for Sourcewell members.</p> <p>Our expectation is to work in tandem with Sourcewell to identify areas for technological advancement and implement solutions that enhance connectivity, operational efficiency, and digital inclusion across the membership.</p> <p>Customer Service Excellence and Support: A key expectation from the award is to set a new benchmark in customer service excellence for Sourcewell members. USCC is dedicated to providing unparalleled support, from the initial consultation and implementation to ongoing service management and troubleshooting.</p> <p>We have the foundation built with dedicated account management teams to serve Sourcewell members, ensuring personalized, timely, and effective service delivery. Our goal is to ensure that every member experiences the reliability, coverage, and quality that USCC is known for, ultimately contributing to their success and satisfaction.</p> <p>USCC views this award as a foundational step towards a long-term partnership with Sourcewell, aiming to deliver exceptional value, innovation, and service to its members. We are excited about the prospect of working together to achieve shared goals and address the evolving needs of the communities we serve.</p>	*
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>We have included multiple key financial documents to underscore our financial strength and stability. These include our Dun and Bradstreet report dated March 2024, Q2 2024 – second quarter results and our most recent 10-K report for the fiscal year ending 12/31/2023.</p> <p>These documents can be found in the financial strength and stability attachment section.</p>	*

14	What is your US market share for the Solutions that you are proposing?	USCC, with a strategic focus on enhancing connectivity and service quality, proudly holds an estimated 5% market share in the wireless services sector. This figure reflects our targeted approach and dedicated service to rural and underserved areas, a testament to our mission to bridge the digital divide. Our commitment is further exemplified by our ongoing expansion of 5G technology and the development of innovative IoT solutions. These efforts are meticulously tailored for a broad spectrum of customers, including vital sectors such as government and educational institutions.	*
15	What is your Canadian market share for the Solutions that you are proposing?	We do not currently have a market share in Canada for the solutions being proposed, as USCC's services are focused exclusively within the United States. While our operations are US-based, we ensure seamless connectivity for our U.S. customers traveling to or conducting operations in Canada through comprehensive roaming agreements. This approach allows us to extend the reach of our advanced services, ensuring that our customers remain connected with the quality they expect from USCC, regardless of their location in North America.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	No, we have not petitioned for bankruptcy protection. USCC has maintained a solid financial position throughout its history and has never sought bankruptcy protection. We pride ourselves on our fiscal responsibility and commitment to financial stability, which allows us to continue delivering high-quality products and services to our customers without interruption. Please visit the Documents section of this RFP response for a full view of our current 4th Quarter and full 20023 earnings report, as well as our most current 10-K. We also provided a D&B report for your reference.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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?	USCC is the fourth-largest full-service wireless carrier in the United States, renowned for our expansive national network coverage and groundbreaking innovations aimed at enhancing the overall customer experience. As a leading service provider, USCC has cultivated strategic partnerships through reseller agreements with a diverse array of industry partner. These partnerships allow us to offer a suite of services, including wireless voice and data solutions, fleet management, cameras, asset tracking, and other vital telecommunication services. Our commitment to excellence extends through every facet of our operations, ensuring that our customers receive unparalleled service and support. Additionally, our employees are highly trained and knowledgeable about our products and services, which enables us to attain quality and ensure the best possible customer experience. While we sometimes rely on third parties for the delivery of our products and services, we take full accountability for every aspect of our customer engagement, from the initial sale to ongoing support and maintenance.	*
18	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.	Wireless spectrum licenses segmented by geographic areas are granted by the FCC. The completion of acquisitions, involving the transfer of control of all or a portion of a wireless system, requires prior FCC approval. The FCC determines on a case-by-case basis whether an acquisition of wireless spectrum licenses is in the public interest. Wireless spectrum licenses are granted generally for a ten-year term or, in some cases, for a twelve-year or fifteen-year term. The FCC establishes the standards for conducting comparative renewal proceedings between a wireless license holder seeking renewal of its license and challengers filing competing applications. All USCC wireless spectrum licenses for which it applied for renewal since 1995 have been renewed. USCC expects to continue to meet the criteria of the FCC's license renewal process. USCC is subject to other Federal, state, and local regulations, all of which it remains compliant. For more information, please see USCC's Form 10-k for the fiscal year ended December 31, 2023.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	USCC does not have any suspension or debarment information that is applicable to our organization now, or over the past 10 years.	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	USCC's service and customer dedication has been recognized on several occasions. We have received dozens of JD Power awards over the years, including: <ul style="list-style-type: none"> • The Wireless Network Quality Performance Study award in the North Central region 26 times in a row as of 2022. • The Wireless Purchase Experience Satisfaction Study in the North Central region 6 times. • The Business Wireless Satisfaction Study award twice, in the North Central region. • The Wireless Customer Care Performance Study in the North Central region for the second time in a row in 2020. • Top Workplace Awards: 2016-2023 in multiple locations across the United States. Including a seven-year run at our corporate headquarters in Chicago, Illinois • Multiple awards around Disability and Diversity Inclusion, Brands that Matter and Corporate Equality https://newsroom.uscellular.com/recognition-awards/	*
21	What percentage of your sales are to the governmental sector in the past three years?	Over the past three years, 35% of USCC sales has been in business and government sales division. Our partnership with government entities is rooted in our dedication to enhancing connectivity, security, and technological innovation to meet the unique needs of this sector. We've focused on delivering reliable, high-performance services that facilitate critical communications, improve operational efficiencies, and support public safety initiatives.	*
22	What percentage of your sales are to the education sector in the past three years?	Over the past three years, 12% of the business and government sales have been in the education sector.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	The following are USCC's current cooperative purchasing contracts and annual sales volumes: State of Wisconsin (\$4.0M) ; State of Maine (\$2.3M) ; State of Iowa (\$2.0M) ; State of North Carolina (\$0.6M); Commonwealth of Virginia, (\$0.4M); and the State of Oklahoma (\$0.1M).	*
24	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?	USCC is not a current GSA Contract Schedule Holder.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Madison Police Department	Thomas Dull	608-267-1171	*
University of Iowa	Eddie T. Etsey	319-335-9430	*
State of WI, Department of Administration	Suzanne Meyer	608-266-8613	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcwell 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.	USCC Business Sales and Operations team of dynamic associates is comprised of over 250 direct business and government employees who are strategically positioned across our network. These professionals are meticulously selected and continuously developed through training programs, ongoing mentorship, and robust leadership support. Our commitment to investing in our workforce ensures that they are equipped with the knowledge, skills, and resources necessary to effectively meet the diverse needs of Sourcwell participating entities across the United States. Our sales force is strategically distributed to provide coverage and personalized service, enabling us to deliver tailored solutions to our clients efficiently and effectively.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	USCC is committed to extending our services to underserved communities, and as part of this commitment, we have strategically established a network of 478 Agent locations and 59 Regional Business Dealer locations. These distribution channels are positioned to ensure coverage and accessibility for our customers and Sourcwell participating entities. Through our extensive network, we aim to provide reliable and convenient access to our products and services, empowering communities across the USCC footprint with seamless connectivity and support.	*

28	Service force.	<p>At USCC we are well-equipped to meet the needs of Sourcewell participating entities, with a robust network of sales and service providers conveniently positioned to ensure coverage and support.</p> <ul style="list-style-type: none"> • Retail Locations: We have an established a network of 478 Agent locations and 59 Regional Business Dealer locations. • Dedicated Account Manager Support: Every account will have their own account sales executive assigned. • Call or Online Support: In addition, we have a Business Customer Care team that is available via 1-800# that you can talk to live M-F 8:00 AM-9:00 PM and Sat/Sun 9:00 AM-6:00 PM local time. For IoT and First Responder service, we offer 24/7/365 service line. <p>At USCC, we believe in a unified approach to sales and service, ensuring that our team members are cross trained to handle a wide range of inquiries and solutions. This overlap between sales and service functions allows us to provide a seamless, end-to-end customer experience, where sales advisors are equipped to offer post- sale support, and service personnel understand the nuances of our product offerings.</p> <p>USCC's robust service force is strategically positioned and comprehensively trained to support the varied needs of Sourcewell participating entities.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>USCC has designed an ordering process that is efficient and straightforward for business and government customers alike. This system accommodates direct orders through USCC's established channels, orders through our network of authorized distributors and dealers, and utilizes our Business and Government Portal:</p> <p>Direct Ordering with USCC: Business and government customers can place orders directly through our website, customer service hotline, or via a dedicated account manager. This direct channel aims to provide a seamless and personalized experience, ensuring customers select the best products and services for their needs.</p> <p>Business and Government Portal: An essential resource for our customers is the Business and Government Portal. This self-service platform allows customers to manage their accounts, place new orders, and explore service options on their own. The portal is specifically designed to cater to the unique requirements of business and government entities, facilitating streamlined telecommunications management.</p> <p>Distributor and Dealer Network: When orders are processed through USCC's authorized distributors or dealers, we ensure that these partners are in alignment with our high standards of service. These partners help our business and government customers with product and service selection and manage the ordering process, providing an extension of USCC's quality service commitment.</p> <p>Roles and Responsibilities: USCC: Manages the ordering process across all Channels to ensure that business and government customers receive unparalleled support, whether placing orders directly, through authorized partners, or via the Business and Government Portal.</p> <p>Distributors/Dealers: Act as extensions of USCC, supporting business and government customers in their selection and ordering process to ensure a smooth and efficient experience.</p> <p>Through this comprehensive approach, we guarantee that all our business and government customers have access to the latest telecommunications solutions with the level of support and convenience they require.</p>

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.	<p>USCC's customer service program is built around a core principle: providing immediate, reliable support to all our business and government customers, with a special emphasis on meeting the critical needs of First Responders.</p> <p>Here's a detailed look at our process and procedure, focusing on our response-time capabilities and the unique support we offer to essential personnel.</p> <p>Toll-Free Support Access: Our toll-free number, 1-800-819-9373, is available for customers seeking assistance, offering an additional avenue for support alongside our dedicated service teams. This ensures customers have multiple options for contacting us, catering to their preference and convenience.</p> <p>24/7 Support for First Responders: We provide a specialized 24/7 support line for First Responders, acknowledging their indispensable role and the critical nature of their communication needs. This dedicated line ensures that First Responders have constant access to the support they require.</p> <p>Rapid Response Commitment: Our Business Account Support Specialist Team is dedicated to responding within 24 business hours from receiving any inquiry, with our current average response time being 2-3 hours or sooner.</p> <p>This swift response rate underscores our commitment to efficient and effective customer service.</p> <p>Engagement and Improvement through Customer Feedback: Regular customer surveys allow us to continuously improve our services. This feedback mechanism is vital for adapting our offerings to meet customer expectations and enhance their satisfaction with our services.</p> <p>In addition to our Business Account Support Specialists and our dedicated Account Managers, USCC is committed to providing a holistic support experience. Our Account Managers work closely with customers to understand their unique needs and offer tailored solutions, ensuring that every customer receives personalized and comprehensive support.</p> <p>This multi-faceted approach to customer service ensures that USCC can effectively support all customers, with a special emphasis on First Responders.</p> <p>Through dedicated support lines, a commitment to rapid responses, and continuous engagement with customer feedback, USCC maintains a high standard of service, ensuring reliability and satisfaction for all our business and government customers.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>USCC is fully committed to providing our comprehensive range of products and services to Sourcewell participating entities across the United States. Our extensive network and robust infrastructure empower us to serve a diverse clientele, including business and government sectors, with cutting-edge communication solutions.</p> <p>Nationwide Coverage and Infrastructure: USCC's vast network coverage ensures that we can offer our services and products to Sourcewell participating entities regardless of their location within the United States. Our commitment to expanding and upgrading our network, including extensive investments in 5G technology, positions us as a reliable provider for all communication needs.</p> <p>Tailored Solutions for Diverse Needs: Understanding the unique requirements of different entities, USCC offers a wide array of products and services designed to meet the specific needs of businesses and government agencies. From advanced mobile communication devices to IoT solutions and critical connectivity services for First Responders, USCC is equipped to cater to the varied demands of Sourcewell members.</p> <p>Dedicated Support and Service: Our willingness to support Sourcewell entities extends beyond just providing products and services; it includes offering unparalleled customer service and technical support. With dedicated account managers and a Business Account Support Specialist Team, USCC ensures that Sourcewell members receive personalized assistance and guidance at every step.</p> <p>Flexibility and Scalability: USCC's solutions are designed to be flexible and scalable, allowing Sourcewell participating entities to adapt their telecommunications strategies as their needs evolve. Whether it's scaling up services during peak demand or integrating new technologies, USCC is ready and willing to assist.</p> <p>Commitment to Excellence: Our pledge to deliver exceptional quality and service is steadfast. USCC is dedicated to ensuring that Sourcewell participating entities benefit from the latest in telecommunications technology, backed by our commitment to customer satisfaction and operational excellence.</p> <p>USCC's ability and eagerness to provide our products and services to Sourcewell participating entities throughout the United States are grounded in our extensive network coverage, tailored solutions, dedicated support, and a flexible approach to meeting the dynamic needs of our customers. Our goal is to empower Sourcewell members with the tools and services necessary for their success, demonstrating our commitment to being a trusted partner in their telecommunications journey.</p>

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>USCC is fully committed to ensuring our customers, including Sourcewell participating entities, experience seamless communication across the U.S. and into Canada. Recognizing that our operations do not extend physically into Canada, we've strategically developed our services to support roaming with seamless connectivity for those needing service across borders. Our network partnerships are leveraged to ensure that our customers can freely maintain their communications without disruptions, particularly beneficial for entities with cross-border operations.</p> <p>Roaming Services in Canada: We offer comprehensive roaming services to facilitate seamless voice and data services for our customers in Canada. This initiative ensures that Sourcewell entities can maintain critical communication lines without interruption, crucial for operations spanning across borders.</p> <p>Support for Cross-Border Operations: USCC understands the essential nature of uninterrupted service for businesses and agencies operating between the U.S. and Canada. We're dedicated to providing robust support through detailed roaming plans that meet the specific needs of these entities, ensuring smooth cross-border communication.</p> <p>Commitment to Connectivity: Our commitment goes beyond geographic boundaries to ensure all customers, regardless of their North American location, receive the high-quality service and support synonymous with USCC. We are prepared to assist with setting up the most effective roaming plans, equipping Sourcewell entities with the necessary tools and information for successful operations in Canada.</p> <p>Tailored Solutions for Unique Needs: Our approach involves closely working with each Sourcewell entity to understand and address their specific communication requirements, including any operations in Canada. This collaborative effort ensures the delivery of tailored services, providing seamless and uninterrupted connectivity.</p> <p>USCC's capability and willingness to support Sourcewell participating entities in Canada through our comprehensive roaming services highlight our dedication to seamless connectivity, customer support, and tailored solutions.</p> <p>Despite the lack of physical business operations in Canada, our focus remains on effectively serving the unique needs of businesses and government agencies, fostering seamless cross-border communication.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>While our primary focus is on serving the 21 states within our core network, we are committed to providing roaming services throughout the entirety of the United States and Canada. This ensures that our customers have access to seamless connectivity even when traveling outside our primary coverage areas.</p> <p>For detailed information on our coverage map, please refer to the following link: https://www.uscellular.com/coverage-map</p> <p>This map offers an overview of our network reach and demonstrates our dedication to providing reliable service across the United States and Canada.</p>	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Not applicable. All entities who are eligible to purchase through the Sourcewell agreement will have full access to 100% of our solutions.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>For our participating entities in Hawaii, Alaska, and US Territories, we extend our services through roaming capabilities. This ensures that customers in these areas can stay connected seamlessly, despite geographical challenges.</p> <p>Our commitment to providing reliable roaming services underscores our dedication to meeting the unique needs of customers in these regions, ensuring connectivity wherever they go.</p>	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>USCC has an extensive history promoting many state and local government contract vehicles like Sourcewell. We will build on this experience gained in promoting those agreements to customize the best approach in communicating the services offered with Sourcewell, recognizing each state or political subdivision entity has its' own processes and preferences about the type and number of communications delivered to its participating members.</p> <p>USCC will employ a variety of marketing strategies to promote the Sourcewell agreement, such as:</p> <ul style="list-style-type: none"> • Press Release – Our marketing and public affairs teams will work with Sourcewell marketing/communications group to craft an announcement of the contract award. As one of the premier wireless providers in America, we receive significant attention by the business and technology and local press in the states we serve. • Persona-based Marketing – We will develop customized co-branded collateral in collaboration with Sourcewell to market our services included in this agreement. Targeted individuals typically include C-level technology decision makers, Director/Manager technology decision makers and procurement leaders. • Ongoing marketing campaigns– our robust B2B marketing activities will integrate the Sourcewell partnership into planned elements including white papers, paid search and uscc.com content. • Events and Tradeshow Marketing – The Sourcewell agreement will be part of our portfolio at the state/local government conferences we attend and participate in each year. • Email and Social Media – Aside from marketing via tailored emails, we leverage several social media platforms including LinkedIn, Twitter and Facebook. Our state and local government sales teams and extensive partner channels will share the announcement of the Sourcewell agreement with throughout their networks. • Informational Webinars – Host webinars that provide insights into emerging trends in wireless communications and how our products and services can help Sourcewell members navigate these changes. These sessions can also include Q&A segments to directly address potential concerns and queries. <p>For a sample of this marketing plan, please reference the “marketing plan samples” in documents.</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>The USCC Business team utilizes various marketing tactics including, but not limited to Meta data usage, Search Engine Optimization (SEO), targeted keywords etc. to reach the right audience at the right time at a channel that is right for them (different Social media platforms like LinkedIn, Facebook and X, industry publications for e.g.) We further use data from our Account Based Marketing (ABM) platform to optimize reach and campaign effectiveness consistently.</p>
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Sourcewell plays an integral role in promoting contracts that arise from this RFP, engaging in activities that ensure the contracts' benefits are well-communicated and accessible to Sourcewell members. This includes featuring the contract in newsletters, on the Sourcewell website, hosting webinars or informational sessions to introduce USCC's solutions to Sourcewell members and leveraging marketing and communication channels to highlight case studies or success stories from early adopters of the contract. Such efforts are vital for ensuring that Sourcewell members are aware of and can easily access the services offered under the contract.</p> <p>To integrate a Sourcewell-awarded contract into USCC's sales process, the approach will be multi-faceted:</p> <p>Sales Team Education: We will ensure our sales and customer service teams are fully informed about the Sourcewell contract details, benefits, and application process. This knowledge enables them to effectively communicate the value proposition to potential Sourcewell members.</p> <p>Marketing and Sales Materials: USCC will develop and disseminate dedicated marketing and sales materials that emphasize our partnership with Sourcewell and the specific advantages of using the awarded contract. These materials will be tailored to meet the needs and answer the questions of Sourcewell members.</p> <p>Sourcewell Dedicated Section on Website: A specific section of the USCC website will be devoted to Sourcewell members, providing detailed information about the contract, how to leverage it, FAQs, and contact information for direct support.</p> <p>Proactive Member Engagement: Through targeted marketing campaigns, direct outreach, and participation in Sourcewell events, USCC will actively engage with potential members, ensuring they are aware of and understand how to take advantage of the contract offerings.</p> <p>Ongoing Feedback and Improvement: USCC commits to establishing a continuous feedback loop with Sourcewell and its members who utilize the contract. This will allow us to adapt and refine our offerings to better meet the evolving needs of Sourcewell members.</p> <p>USCC is prepared and eager to support Sourcewell in promoting this contract, ensuring that members across government, education, and not-for-profit sectors can benefit from our advanced wireless data and voice services. Our sales process will be closely aligned with Sourcewell's promotional activities, guaranteeing a streamlined and effective approach to serving the unique needs of Sourcewell members.</p>

40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Our Business and Government Portal serves as a platform for our customers to manage their accounts and procure products and services efficiently. Through the portal, customers can access a wide range of offerings, including accessories, devices, and additional lines of service.</p> <p>The purchasing process within the portal is streamlined and tailored with pricing of our agreed upon terms. This ensures transparency and accuracy in transactions, facilitating a seamless procurement experience for our customers.</p> <p>While our system does not offer a direct e-procurement ordering process outside of the pre-configured pricing, the Business and Government Portal provides a user-friendly interface that simplifies the purchasing journey for Sourcewell members. This allows them to easily navigate through available options, make informed decisions, and manage their procurement needs effectively.</p>	*
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Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>As part of our service offerings, we are committed to ensuring that Sourcewell participating entities are equipped with the knowledge and skills necessary to maximize the benefits of our products and services. To achieve this, we offer personalized onsite or virtual support as needed, coupled with training programs.</p> <p>Whether onsite or virtual, our training and implementation team works to meet the specific needs and requirements of each entity, ensuring relevance and effectiveness. Many of our third-party partners offer a team of experienced professionals who possess in-depth knowledge of our products and services. They are dedicated to delivering engaging and informative sessions that enable users to confidently navigate and leverage the capabilities of their devices.</p> <p>The cost of training is often included as part of our service package, ensuring that entities can access this valuable resource at no additional expense. When it is not included, it is itemized in the quote prior to a customer purchasing. We believe that investing in training is essential to driving adoption and maximizing the return on investment for our customers. Overall, our commitment to providing support and training underscores our dedication to empowering Sourcewell participating entities with the tools and knowledge needed to succeed in today's digital landscape.</p>	*
42	Describe any technological advances that your proposed Solutions offer.	<p>USCC's proposed wireless data and voice services are at the forefront of technological innovation, delivering solutions that meet the distinctive requirements of government customers in the SLED, non-profit, and tribal sectors. Our offerings are not just about connectivity; they also include IoT solutions that play a pivotal role in modernizing and enhancing operations within these sectors. The key technological advancements of our proposal include:</p> <ul style="list-style-type: none"> • 5G Technology Deployment: The deployment of 5G technology by USCC is set to transform services for government entities, providing breakthrough data speeds and capacity. This facilitates a plethora of applications such as intelligent traffic systems in smart cities and real-time tactical data exchange for emergency responders, promoting greater operational efficiency and public safety. • IoT Solutions: Our IoT capabilities integrate seamlessly with 5G deployment, enabling advanced monitoring and control for a variety of governmental applications. From environmental sensing to fleet management and utility monitoring, USCC's IoT solutions empower SLED, non-profit, and tribal entities with data-driven decision-making tools. • Enhanced LTE Coverage: USCC's investment in LTE network enhancements guarantees dependable, high-speed wireless service across diverse geographies, including traditionally underserved tribal lands. This effort helps bridge the digital divide, offering crucial support for education, healthcare, and emergency services. • VoLTE (Voice over LTE): With VoLTE technology, USCC delivers unmatched voice clarity and reliability essential for day-to-day government operations and emergency communications, ensuring essential services are conducted with the highest level of efficiency and reliability. • Advanced Security Protocols: Recognizing the sensitive nature of governmental communications, USCC enforces stringent security protocols to safeguard data integrity and confidentiality, underpinning our commitment to upholding the trust and security of public sector communications. <p>Through these technologies, particularly our tailored IoT solutions, USCC is uniquely equipped to enhance the capabilities of the SLED sector, non-profits, and tribal organizations. Our commitment to integrating state-of-the-art technology with practical applications ensures that our government customers receive secure, reliable, and transformative wireless communication services.</p>	*

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>USCC has in place a national recycling program with Iron Mountain for all of our properties. We have been actively recycling paper for the past 10 years.</p> <p>We have been converting our corporate and retail properties to LED lighting for energy savings, reduction in maintenance cost, and light quality improvement.</p> <p>We received the TOBY award (building of the year award) from BOMA for our Tulsa Care Center/Business office. The award called out our ADA adherence, LED lighting interior and exterior, Building Automation systems, ergonomics, etc.</p> <p>We have sustainability practices for the liquidation of all of our materials that are excess and/or obsolete (e.g. devices, accessories, not for resale chargers/batteries, etc). We require that we sell such inventory only to those companies that are R2 certified.</p> <p>https://www.epa.gov/smm-electronics/certified-electronics-recyclers. Also, we have suppliers that can specifically handle lithium.</p> <p>All cardboard that is used to ship product into our distribution center is fully recycled.</p> <p>We re-use much of our damaged product through harvesting of parts. In other words, when we have damaged devices that cannot be reactivated due to severe damage, there may be some portions of the device that can be re-used (vs. buying new; examples include the plastics, batteries, some mechanical components, etc). We do this all the time and call it ‘parts harvesting’. The damaged portions are sold, as well, to recyclers with R2 certification.</p> <p>We also have a very robust process in place related to damaged/cracked liquid crystal displays (LCD’s). LCDs are the most expensive part of the phone and, in cases where only the glass is damaged (i.e. everything else is intact); we can replace and recycle the damaged glass instead of buying an entirely new assembly.</p>	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>This award recognizes organizations for their sustainability accomplishments. It also includes an online tool designated to assist organizations of all sizes to track and enhance sustainability metrics across the triple bottom line- People, Profit, Planet. We received the second and third highest possible awards.</p> <p>The following levels/awards that we received for Scor3Card submittal are: USCC - Brookfield 0.65 Gold</p> <p>USCC - Cedar Rapids 0.65 Gold USCC- Knoxville 0.71 Gold USCC- Madison 0.67 Gold USCC- South Portland 0.65 Gold USCC- Tulsa Engineering 0.57 Silver</p> <p>USCC Engineering/IS Facility (Schaumburg) 0.62 Silver USCC Operations Support Center (Chicago) 0.62 Gold To reference this award and our partnership with the sustainability alliance organization, please click here https://www.thesustainabilityalliance.org/</p>	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>USCC stands out in the telecommunications industry by offering a unique blend of advanced technology, personalized service, and strategic solutions tailored specifically to meet the diverse needs of Sourcewell participating entities. Here's what makes our offerings exceptional: Advanced 5G Network: USCC is at the forefront of deploying 5G technology, providing Sourcewell members with faster speeds, lower latency, and increased capacity. This advanced network infrastructure is crucial for entities requiring reliable, high-speed connectivity to support a range of operations, from emergency services in government sectors to digital learning environments in education.</p> <p>Tailored Solutions for Various Sectors: Understanding that government, education, and not-for-profit organizations have distinct communication needs, USCC offers customized solutions. Whether it's secure communications for sensitive government operations, robust connectivity for remote learning, or cost-effective plans for not-for-profits, our services are designed to address the specific challenges faced by each sector.</p> <p>Dedicated Support: USCC provides dedicated account management and customer service teams for Sourcewell members. This ensures that entities receive personalized assistance, from selecting the right services to ongoing support and troubleshooting, facilitating a seamless experience.</p> <p>Comprehensive Security Features: In an era where cybersecurity is paramount, USCC's products and services come equipped with advanced security features. These protect against threats and ensure the integrity of communications, an essential attribute for all Sourcewell participating entities, especially those handling sensitive information.</p> <p>Sustainability and Community Engagement: USCC is committed to sustainability and actively participates in community engagement initiatives. Our efforts to minimize environmental impact while contributing positively to communities resonate with the values of many Sourcewell members, particularly those in the not-for-profit sector.</p> <p>Flexible and Scalable Services: Our offerings are designed to be flexible and scalable, accommodating the changing needs of Sourcewell entities. As organizations grow or their requirements evolve, our services can be adjusted accordingly, ensuring that members always have access to the most effective and efficient solutions.</p> <p>Cost-Effective Pricing Models: USCC's pricing models are structured to provide maximum value, with competitive rates and transparent billing. This is particularly advantageous for Sourcewell members looking to optimize their budgets while obtaining high-quality telecommunications services.</p> <p>USCC's combination of cutting-edge technology, customized service offerings, dedicated support, and a strong focus on security and sustainability makes our solutions uniquely suited to the needs of Sourcewell participating entities. Our approach is not just about providing telecommunications services but about forging partnerships that empower Sourcewell members to achieve their objectives effectively and efficiently.</p>	*
46	Describe your approach to data privacy, including any certifications or standards achieved, in regard to your proposed solutions.	USCC prioritizes the security and privacy of our customers' data. We implement robust security measures, such as encryption and secure authentication protocols, to protect customer information. Our website provides information about our commitment to security and privacy, as well as resources for managing privacy settings. https://www.USCC.com/privacy	*
47	Describe any current or potential capabilities your proposed solutions offer in V2G (vehicle to grid) or similar smart city applications.	USCC does not currently offer Vehicle to Grid (V2G) or similar solutions. However, USCC has a deep partner network that may be leveraged in circumstances of specific customer requirements.	*
48	Describe any capabilities around safety and accident management your proposed solutions offer.	<p>USCC's Fleet and Video telematics solutions provides key capabilities around driver safety and accident management. Here are some key benefits of USCC's proposed solutions.</p> <p>Driver Safety:</p> <ul style="list-style-type: none"> • Behavior Monitoring • Driver Coaching <p>Accident Investigation and Liability Protection:</p> <ul style="list-style-type: none"> • Event Recording • Liability Protection <p>Reduced Accident Rates:</p> <ul style="list-style-type: none"> • Proactive Safety Measures • Driver Awareness <p>Descriptions for this question (Question 48) can be found in the Fleet IOT Description of Services Attachment</p>	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	Select 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 and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	USCC nor our hub partners hold diverse-owned certifications. While USCC is not a certified diverse company, we realize the importance of engaging with diverse and small companies within our procurement and supply chain needs. You can find out more by following this link to our Supplier Diversity Newsroom website: https://newsroom.uscellular.com/supplier-diversity-page/
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
55		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
58	Describe your payment terms and accepted payment methods.	We offer straightforward payment terms to ensure a seamless experience for our customers. Our payment terms are set at Net 30, providing our customers with a convenient timeframe to settle their invoices. In terms of accepted payment methods, we strive to accommodate various preferences to ensure ease and flexibility for our customers. We accept a range of payment methods, including credit cards, checks, and electronic funds transfers (EFT), making it convenient for our customers to complete their transactions securely and efficiently.	*

59	Describe any leasing or financing options available for use by educational or governmental entities.	<p>We understand the importance of providing flexible financing options to meet the unique needs of educational and governmental entities. We offer subsidized equipment discounts on subsidy rate plans, allowing entities to access the latest devices at reduced costs. For those preferring non-subsidy rate plans, we provide an alternative option of device financing with convenient monthly installments. This financing option offers flexibility with terms of 24, 30 or 36 months, allowing entities to spread out their payments and manage their budgets effectively.</p> <p>Our financing options are designed to provide accessibility and affordability, ensuring that educational and governmental entities can access the technology they need to succeed while maintaining financial stability.</p>	*
60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>We adhere to standard transaction documents to ensure clarity and transparency in our agreements with customers.</p> <p>Two key documents we propose for use in connection with an awarded contract include:</p> <p>Service Order Form (Business/Government Customer): This document serves as an agreement between the customers and USCC for the provision of services. It outlines the specific services to be provided and the associated terms and conditions. Standard terms and conditions apply unless a Custom Master Service Agreement (MSA) is executed to address specific requirements or provisions.</p> <p>Master Service Agreement/Custom MSA (Business/Government Customer): The Master Service Agreement (MSA) or Custom MSA contains the legal terms and conditions applicable to the Service Order Form and all purchases made under it. This document outlines the rights, responsibilities, and obligations of both parties in detail, ensuring a clear understanding of the contractual relationship. Please find a sample of each of these two transactions documents located in the Documents section of this RFP response.</p>	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, USCC will accept the P-card procurement and payment process, ensuring convenience and flexibility for Sourcwell participating entities. Importantly, there are no additional fees associated with using a card, providing a seamless and cost-effective payment experience for our customers.	*
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Our pricing model is designed to provide flexibility and value to our customers.</p> <p>Our detailed pricing data, including fleet solution and data plans, is provided in the attached pricing submission.</p> <p>Sourcwell participating entities can confidently evaluate the value proposition of our offerings and make informed decisions that align with their budgetary requirements and objectives.</p>	*
63	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.	<p>USCC's pricing proposal represents significant discounts aimed at providing exceptional value to Sourcwell participating entities. For eligible rate plans and accessories, we offer a percentage discount applied to Monthly Recurring Charges (MRC), ranging from 10% to 50%. Additionally, for eligible equipment, our discounts are reflected in subsidy amounts ranging from \$300 to \$600, applied to the Manufacturer's Suggested Retail Price (MSRP).</p> <p>These discounts underscore our commitment to offering competitive pricing while ensuring access to high-quality products and services tailored to meet the diverse needs of our customers. Our transparent and structured pricing approach enables Sourcwell entities to make informed decisions and maximize the benefits of their procurement investments.</p>	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	<p>USCC's pricing proposal represents significant discounts aimed at providing exceptional value to Sourcwell participating entities. (As stated in Question #63)</p> <p>For eligible rate plans and accessories, we offer a percentage discount applied to Monthly Recurring Charges (MRC), ranging from 10% to 50%. Additionally, for eligible equipment, our discounts are reflected in subsidy amounts ranging from \$300 to \$600, applied to the Manufacturer's Suggested Retail Price (MSRP).</p> <p>Following the verification of sales transactions, our system calculates the administrative fee, set at 1% admin fee of all monthly reoccurring voice and data service charges. This calculation is then reviewed by our contract administration team, which is responsible for the extraction and remittance of the administrative fee to Sourcwell. (The process is described further in Question #70).</p>	*

65	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Our approach to facilitating 'sourced' products or related services, often referred to as 'open market' items or 'nonstandard options,' involves a meticulous process aimed at ensuring quality and compliance. When sourcing new products or solutions, we engage with a wide network of certified authorized representatives (AR) who adhere to our rigorous standards. These ARs collaborate closely with our product and partner management team, network engineering, wireless solution architects, procurement, and legal teams to ensure that all products and services meet our stringent requirements. This collaborative approach guarantees that the sourced items align with our standards for certification and compliance. The cost of these items may vary based on specific requests, but we are committed to providing upfront quotes for transparency and clarity. This allows Sourcewell members to assess the value and make informed decisions in line with their procurement needs and budgetary considerations.	*
66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We believe in providing transparent and thorough pricing that covers all costs associated with serving Sourcewell members. Our submitted pricing includes all relevant expenses, ensuring clarity and predictability for our customers. Included in our pricing are costs related to training and implementation, where applicable. We prioritize ensuring that our customers have access to the necessary resources and support to maximize the value of their investment.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	For USCC customers shipping rates are as follows: Standard rates: Ground is Free, 2 Day is \$4.99, Overnight is \$14.99 and Saturday is \$19.99 per order. Prices may vary by size and weight.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We primarily utilize ground delivery services, typically ensuring two-day delivery to these destinations. We understand that expedited delivery may be necessary in certain circumstances. Therefore, overnight delivery options are available upon request and subject to availability. To facilitate these deliveries, USCC partners with United Parcel Service (UPS), a trusted and reliable shipping provider known for its global reach and efficiency.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have multiple National Distribution Centers that are positioned to facilitate expedited delivery and ensure redundancy in our operations. By leveraging this network, we can effectively manage inventory and streamline the delivery process, ultimately providing Sourcewell participating entities with faster and more reliable service.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	To ensure compliance with our contract with Sourcewell, our organization employs a self-audit process anchored by our advanced Customer Relationship Management (CRM) system. This system is meticulously configured to accurately identify and track customers benefiting from the Sourcewell agreement, thereby ensuring all applicable revenue is captured in alignment with the contract stipulations. Upon the completion of each sales cycle, our financial analysts conduct a thorough review of the transactions recorded in the CRM to validate the integrity and accuracy of the sales data corresponding to the Sourcewell agreement. This validation process is critical for ensuring that all participating entities of Sourcewell are afforded the correct pricing as per the agreement. Following the verification of sales transactions, our system calculates the administrative fee, set at 1% admin fee of all monthly reoccurring voice and data service charges. This calculation is then reviewed by our contract administration team, which is responsible for the extraction and remittance of the administrative fee to Sourcewell. Our process is indicative of our strong capability and commitment to adhere to the terms of the contract with Sourcewell, demonstrating our dedication to ensuring mutual success and compliance throughout the duration of our partnership.	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	USCC will leverage a robust metrics tracking system to evaluate our performance under the Sourcewell contract. This system includes detailed analyses of core product lines such as handsets, connected devices, and IoT solutions on a weekly, monthly, and quarterly basis. Year-over-year sales figures analysis will help us track progress and identify growth opportunities. Additionally, we'll closely monitor customer satisfaction and retention rates as pivotal indicators of service quality and customer loyalty. These metrics, coupled with revenue growth tracking, are crucial for optimizing the value delivered to Sourcewell members, ensuring we meet and exceed the contract's objectives.	*

72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	USCC firmly believes in the principles of simplicity and consistency as cornerstones of a successful partnership. With an optimistic outlook towards a prosperous relationship with Sourcewell and its members, we are committed to contributing to the collective success of all parties involved. In alignment with this commitment, USCC is pleased to propose a straightforward administrative fee structure: a 1% fee applied to all monthly recurring charges for voice and data services. This fee arrangement is designed to facilitate and support the seamless administration, management, and promotion of the Sourcewell Contract, without adding any direct cost to Sourcewell members. We look forward to the opportunity to contribute to the mutual growth and success that this agreement promises.	*
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Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The service plan pricing offered to Sourcewell members is highly competitive. In fact, the pricing provided to Sourcewell members is not only comparable but, in some cases, more favorable than what is available through other GPOs or state purchasing agreements. This ensures that Sourcewell members receive the best value possible.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
74	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	USCC is pleased to provide Sourcewell members with a broad and comprehensive set of equipment, products, solutions and services. USCC offers a numerous product covering: <ul style="list-style-type: none"> Fleet Management Asset Management Video Telematics Tank Level Monitoring These Solutions may include data rate plans, applications, hardware and accessories. Descriptions for this (Question #74) can be found in the Fleet IoT Description of Services attachment.	*
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	USCC provides a wide range of Wireless and Turnkey Application solutions. The following sub categories best describe the USCC products. Sub Categories: <ul style="list-style-type: none"> WIRELESS IOT DATA FLEET MANAGEMENT ASSET MANAGEMENT TANK LEVEL MONITORING VIDEO TELEMATICS 	*

Table 88: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
76	Fleet management information systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	USCC includes Fleet Management Information Systems in this proposal	*
77	Fleet technology related hardware solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	USCC includes various Fleet technology related hardware options in this proposal.	*
78	Related software solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	USCC includes Fleet, Asset and Video Telematics software solutions in this proposal	*
79	Fleet telematics	<input checked="" type="radio"/> Yes <input type="radio"/> No	USCC includes Fleet telematics solutions in this proposal	*
80	Fleet monitoring and asset tracking	<input checked="" type="radio"/> Yes <input type="radio"/> No	USCC provides Fleet and Asset Management solutions in this proposal	*
81	Geofencing solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	USCC portfolio of Fleet and Asset Management solutions has Geofencing capabilities.	*
82	Motor pool and fleet sharing solutions services	<input checked="" type="radio"/> Yes <input type="radio"/> No	USCCs Fleet and Asset Management solutions provided in this portfolio can be utilized in Motor pool and fleet sharing scenarios	*
83	Integrated video solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	USCC provides these capabilities in the Video telematics solutions portfolio included in this proposal	*
84	Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management	<input checked="" type="radio"/> Yes <input type="radio"/> No	USCC portfolio of Fleet and Asset solutions included in this proposal provides capabilities in this area.	*

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](#) - USCC Pricing - RFP 102924 - Sourcwell Fleet Management Tech.pdf - Tuesday October 29, 2024 09:44:44
- [Financial Strength and Stability](#) - USCC Financial Strength.zip - Sunday October 27, 2024 21:15:48
- [Marketing Plan/Samples](#) - USCC_Sourcwell partnership-Promotional material-Fleet.pdf - Monday October 28, 2024 15:36:48
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - USCC Standard Transaction Doc Sample.zip - Monday October 28, 2024 15:40:19
- [Requested Exceptions](#) - USCC Exceptions.zip - Sunday October 27, 2024 21:18:56
- [Upload Additional Document](#) - USCC Additional Documents.zip - Monday October 28, 2024 15:44:22

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, 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. - Christopher White, Senior Director of Sales Operations , US Cellular

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 obligations contemplated in the solicitation proposal.

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_12_RFP_102924_Fleet Management_Technology Tue October 22 2024 07:02 AM	<input checked="" type="checkbox"/>	2
Addendum_11_RFP_102924_Fleet Management_Technology Fri October 18 2024 03:16 PM	<input checked="" type="checkbox"/>	2
Addendum_10_RFP_102924_Fleet Management_Technology Thu October 17 2024 01:06 PM	<input checked="" type="checkbox"/>	1
Addendum_9_RFP_102924_Fleet Management_Technology Thu October 10 2024 02:44 PM	<input checked="" type="checkbox"/>	1
Addendum_8_RFP_102924_Fleet Management_Technology Wed October 9 2024 03:28 PM	<input checked="" type="checkbox"/>	2
Addendum_7_RFP_102924_Fleet Management_Technology Tue October 8 2024 02:23 PM	<input checked="" type="checkbox"/>	2
Addendum_6_RFP_102924_Fleet Management_Technology Fri October 4 2024 08:10 AM	<input checked="" type="checkbox"/>	2
Addendum_5_RFP_102924_Fleet Management_Technology Mon September 30 2024 04:19 PM	<input checked="" type="checkbox"/>	3
Addendum_4_RFP_102924_Fleet Management_Technology Wed September 25 2024 08:19 AM	<input checked="" type="checkbox"/>	1
Addendum_3_RFP_102924_Fleet Management_Technology Tue September 24 2024 08:22 AM	<input checked="" type="checkbox"/>	1
Addendum_2_RFP_102924_Fleet Management_Technology Wed September 18 2024 09:24 AM	<input checked="" type="checkbox"/>	2
Addendum_1_RFP_102924_Fleet Management_Technology Fri September 13 2024 04:33 PM	<input checked="" type="checkbox"/>	1