

**MASTER AGREEMENT # 020625****CATEGORY: Public Safety Communications Technology and Hardware Solutions****SUPPLIER: Tessco Incorporated**

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 Tessco LLC f/k/a Tessco Incorporated, 11126 McCormick Road, Hunt Valley, MD 21031-1494 (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 July 24, 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.
  1. **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #020625 to Participating Entities. In Scope solutions include:
 

Sourcewell is seeking proposals for Public Safety Communications Technology and Hardware Solutions, including communications technology and hardware designed or primarily intended for use by Public Safety agencies, such as:

    - a. In-station Public Safety alerting or paging systems;
    - b. Dispatch/control room consoles and associated integrated communications equipment;
    - c. Wearable or portable communication devices, including biomonitors wearables, alerting or paging systems;
    - d. Connectivity and interoperability devices, hardware, and equipment for the connection of communication systems and endpoints, including:
      - i. Satellite communications equipment;
      - ii. Portable and deployable wireless hubs, routers, and networks;
      - iii. Mesh networks and mesh radios;
      - iv. Land mobile/broadband radios;
      - v. Push to talk over Cellular (PoC) handsets; and,
      - vi. High Power User Equipment (HPUE) for LTE; and,
    - e. Airborne, marine, and underwater communication systems.
  2. Complimentary equipment, accessories, and services directly related to the offering of systems or solutions described in subsections 1. a. – e. above.
- 7) **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.
- 8) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

- 9) **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.
- 10) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell 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.
- 11) **Open Market.** Supplier's open market pricing process is included within its Proposal.

**12) 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.
- 13) **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 Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 14) **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 Sourcwell if this certification changes at any time during the term of this Agreement.
- 15) **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 Sourcewell 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 Sourcewell 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.
  - In the event that a Price Change request is denied by Sourcewell, Supplier reserves the right to remove the affected Product(s) from the Pricing List and Contract without terminating the Contract.

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.
  - 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. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
  - e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this 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.

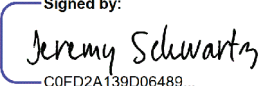
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of 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. 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

Tessco, Incorporated



Signed by:



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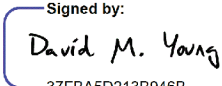
By: \_\_\_\_\_

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 9/18/2025 | 10:22 AM CDT

Signed by:



37FBA5D213B946B...

By: \_\_\_\_\_

David M. Young

Title: Chief Financial Officer

Date: 9/18/2025 | 9:18 AM CDT

# RFP 020625 - Public Safety Communications Technology and Hardware Solutions

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## Vendor Details

Company Name: Tessco Incorporated

Does your company conduct business under any other name? If yes, please state: Tessco Technologies Incorporated

Address: 11126 McCormick Rd.  
Hunt Valley, Maryland 21031-1494

Contact: Desmond Esteves

Email: estevesd@tessco.com

Phone: 410-229-1650

Fax: 410-527-0005

HST#:

## Submission Details

Created On: Thursday December 12, 2024 09:24:37

Submitted On: Thursday February 06, 2025 15:19:47

Submitted By: Desmond Esteves

Email: estevesd@tessco.com

Transaction #: 0402fc03-d1c0-4239-9314-d7309d4f7b8d

Submitter's IP Address: 147.243.236.16

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## 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.	Tessco Incorporated	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
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).	TESSCO Technologies Incorporated Alliance Corporation Get Wireless DiscountCell	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	3XCK0	*
5	Provide your NAICS code applicable to Solutions proposed.	423690	
6	Proposer Physical Address:	11126 McCormick Road, Hunt Valley, MD 21031-1494	*
7	Proposer website address (or addresses):	www.tessco.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):	David M. Young Chief Financial Officer 11126 McCormick Rd, Hunt Valley, MD 21031-1494 bid@tessco.com 800-472-7373	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Desmond Esteves Vertical Market Executive 11126 McCormick Rd, Hunt Valley, MD 21031-1494 estevesd@tessco.com 410-229-1650	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Christy Marton, Director of Government Sales, marton@tessco.com Katie Mullendore, Support Team Leader, shraderk@tessco.com	*

**Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)**

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>Tessco Incorporated is a value-added technology distributor, manufacturer, and solutions provider specializing in the wireless industry. Tessco was founded more than 40 years ago, with a commitment to deliver industry-leading products, knowledge, solutions, and world-class customer service to our partners. Tessco supplies more than 65,000 products from 400 of the industry's top manufacturers in mobile communications, Wi-Fi, Internet of Things, wireless backhaul, and more. Tessco is your single source for expert knowledge, complete end-to-end solutions, and outstanding customer service. We source and develop our product offering from leading manufacturers throughout the world. Tessco's operational platform allows our customers the opportunity to streamline the supply chain process and lower total inventories and costs by providing availability, forward and reverse logistic supply chain services, and complete, on-time delivery to point of use. Tessco operates under ISO 9001:2015 and TL 9000:2016-V R6.3/5.7 registrations. In September of 2023, Alliance Holding Company finalized the acquisition of Tessco Incorporated, along with Alliance Corporation, Discountcell, and Get Wireless (a Minnesota based company). As a result, these companies are joining forces and merging resources, sharing their knowledge base and years of experience to create a product and solutions powerhouse in the wireless industry. Together, our product offering grows in depth and strength. Our combined technical and logistical expertise helps our customers work smarter. And, our expanded warehouse improves our stocking capabilities allowing us to deliver faster solutions to Government agencies across North America and Canada.</p>	*
12	What are your company's expectations in the event of an award?	<p>In the event of an award, Tessco would follow our standard operating procedure for receiving government contract awards. STEP 1: KICKOFF CALL - Our first course of action involves scheduling a Kickoff Call between the Tessco and Sourcewell teams. During this call, we take time to introduce all team members that will most likely be working together over the life of the contract. We strongly feel building a good rapport with the cooperative organization leads to a better experience for all. Our Kickoff Call agenda include, but are not limited to, reviewing team member roles, expectations of all stakeholders, and addressing any outstanding questions either team may have. Additionally, we seek to uncover any/all resources available to us through Sourcewell (i.e. marketing, training, events, etc.). If available, we will review and determine whether, and to what degree, we will include these resources in our internal processes. To conclude the kickoff call, we will attempt to schedule a regular cadence in which the Tessco and Sourcewell team's will communicate (i.e. quarterly, bi-annually, annually, etc.). STEP 2: CONTRACT INTEGRATION - Next, we will integrate the newly awarded contract into Tessco's order entry system and e-commerce platform. This process includes creating a contract file which captures the terms and conditions of the contract and automatically implements that to the appropriate accounts. Also, a price file is created which accompanies the contract file. The price file (or purchase plan) captures the exact discount percentage breakdown we submitted for this solicitation. See Table 6B: Pricing Offered. These files are applied to all government agencies and/or resellers utilizing the contract ensuring all users remain in compliance with terms and pricing set forth in this contract award. STEP 3: MARKETING - Tessco team members assigned to this contract will collaborate with our Marketing Department to develop and execute a marketing campaign. This campaign will both announce the news of the award as well as convey the qualities and benefits of Sourcewell contracts and the value-added capabilities of Tessco and our network of resellers and service providers. Our Marketing Department has a strong command and familiarity with all relevant social media platforms including LinkedIn, Facebook, YouTube, Instagram, and Twitter/X, and utilize each in a variety of ways to maximize campaign exposure. STEP 4: TRAINING - Tessco will create a training program to introduce Sourcewell and the new contract to our sales and support team members. During this training, Tessco will outline the key benefits of utilizing the contract for government agencies and resellers alike. Furthermore, our sales and support teams will be made aware of key processes required to quote and transact in compliance with the terms and conditions of the contract award. This training will be facilitated across all portfolio companies and follow up meetings will be scheduled to check status and get feedback from team members. This will happen on a 30, 60, or 90 days schedule depending on the capacity of team members and approval of team leaders. Additional literature and webinars will be available to team members to review at their leisure. STEP 5: GO LIVE! - Finally, the sales and support teams from Tessco, Alliance, and Get Wireless are now fully informed and prepared to support this contract vehicle. Sales Leadership would have clearly communicated any and all key performance integrators (KPIs) surrounding this contract vehicle. Such KPIs would include daily contacts, quotes, orders, and opportunities derived from Sourcewell conversations had with government agencies or resellers. With all the groundwork laid, and in coordination with our marketing efforts, sales teams from all portfolio companies would begin to execute their call plan strategies for announcing the award and uncovering opportunities with government agencies or amongst our reseller community.</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.	For fiscal 2023, Tessco reported over \$450 million in revenue, over \$83 million of net working capital, and over \$30 million of availability on its revolving credit facility. Since becoming private in 2023, Tessco does not release financial information. Lee Equity Partners is a middle market private equity firm with \$4.9B of assets under management. Twin Point Capital is a principal investment firm founded by Lawrence H. Guffey, former Senior Partner at The Blackstone Group and board member of T-Mobile. Tessco is affiliated with Alliance Corporation, a leading distributor of wireless network infrastructure products headquartered in Toronto, Canada, Get Wireless, a leading distributor of cellular solutions headquartered in Minneapolis, MN, and Discount Cell, a leading supplier to state and local governments as well as education-based organizations." The most recent SEC filing can be found at the following link: <a href="https://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&amp;CIK=0000927355&amp;owner=include&amp;count=40&amp;hidefilings=0">https://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&amp;CIK=0000927355&amp;owner=include&amp;count=40&amp;hidefilings=0</a>	*
14	What is your US market share for the Solutions that you are proposing?	Unknown	*
15	What is your Canadian market share for the Solutions that you are proposing?	Unknown	*
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.	N/A	*
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?	Distributor/dealer/reseller	*
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.	Tessco Incorporated is a certified ISO 9001:2015 and TL 9000:2016-V R6.3/5.7 company. TL 9000 is a globally recognized standard of quality management and processes geared specifically towards the Information and Communications Technology Industry. TL 9000 defines the unique communications quality system requirements for design, development, production, delivery, and service. It specifies measurements utilized to evaluate a company's effectiveness of quality implementation and improvement programs. TL 9000 provides a consistent set of quality expectations for partners and customers. By maintaining both of these certifications, TESSCO demonstrates its commitment to excellence and quality in the way we do business, making us your most reliable wireless partner. TESSCO is held to a high standard when it comes to streamlining, training, and documenting how we do business and our capabilities are regularly assessed and graded. This is an unmatched standard by any other competitor in wireless distribution. Additionally, because the TL 9000 Certification is specific to the Information and Communications Technology Industry it reaffirms our expertise in the wireless industry. We are expert insiders in your business and being TL 9000 Certified places us in an exclusive club of fewer than 50 companies, along with major players like AT&T, Cisco, and Verizon, who share data and best practices to ensure best-in-class service across the industry. Our TL 9000 Certification is all part of our promise to you, our customers to hold ourselves to the highest standards possible and to continually update and adapt the ways we do business to keep pace with the evolving landscape of the wireless industry.	*
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.	N/A	*



20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Throughout Tessco's years in the wireless industry, we have received a variety of awards recognizing our success with our manufacturing partners, our trailblazing leadership, and the innovative design work done by Ventev. Ventev's aesthetically pleasing Outdoor Wireless Bollard enables seamless Wi-Fi and wireless communications in outdoor environments such as courtyards, walkways, and campuses. This compact bollard offers 70 inches of mounting space, more than any other wireless bollard on the market, and is constructed of RF-transparent, UV-resistant fiberglass and polycarbonate to protect and secure Wi-Fi access points, antennas, switches, media converters, and power supplies. The bollard has a unique internal structure that provides significantly higher strength and resistance to external forces than competing products. This makes installing network equipment, including Cisco and Aruba access points as well as most other access points and radios, simple, secure, and flexible. Ventev's innovative T-Bar Bracket for Aruba 500 Series Access Points offers a mounting solution for Aruba 505, 515, 535, and 555 access points to 9/16" or 15/16" Tee Systems without requiring Aruba proprietary brackets, significantly reducing installation time and effort. Ventev's bracket can be mounted to the access point in advance, offering customers a quick and simple solution when deploying an Aruba access point on suspended or dropped tile ceilings in corporate offices, universities, and other indoor enterprise locations. In January 2023, Tessco was named a Top Performer for 2021 by ABB. This award was presented to Tessco's Senior Power Solutions Architect, Rodger Hyle, from Scott Orr at ABB. Tessco designed power solutions for customers that leveraged in-stock and readily available components, proving an effective strategy for Tessco as one of ABB's top partners. In May 2022, Tessco attended the 2022 Rajant Supplier Summit and was named the Distributor of the Year for North America. This award is presented by Rajant to the distributor with the highest revenue. This is the second consecutive year for Tessco to win this award. Tessco received this award thanks in large part to growing revenue 45 percent year over year. The VIAVI Velocity Partner Recognition Program was created to recognize and reward partners that have demonstrated commitment to delivering outstanding results by extending VIAVI solution offerings, accelerating the impact of VIAVI technology investments, and helping their mutual customers transform their business. Benefits to partners include the prestige, publicity, and unparalleled networking opportunities. During the Virtual Partner Engagement 2020 regional events, which took place in October and November 2020, VIAVI named Tessco a North America Top Achiever. On October 22, Tessco was presented with the 2019-2020 Best Service Assured Networking Solution Partner Award from RAD Data Communications during the RAD Partners Virtual Event 2020 Americas Sessions. Tessco received this award thanks in large part to high sales volume for RAD's Service Assured Access Solution into the critical infrastructure markets over the last six quarters.</p>	*
21	What percentage of your sales are to the governmental sector in the past three years?	less than 10%	*
22	What percentage of your sales are to the education sector in the past three years?	less than 10%	*

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?	<p>The following contracts are \$2MM annually in aggregate</p> <p>Public Safety Communications Products and Related Services - VA-240110-TESS - Commonwealth of Virginia</p> <p>IT Services, Related Equipment, and Support - PS22150 - National Purchasing Partners</p> <p>Illumination, Traffic Signal Intelligent Transportation System Equipment - 04616 - State of Washington</p> <p>Public Safety LMR Base Radio Antennas, Transmission Line, and Tower Equipment - CA20-83 - Broome County, NY</p> <p>Component Parts &amp; Services/Microwave Systems - CTR071082 - AZ Dept of Public Safety</p> <p>Two-Way Radio Equipment - 4400027242 - Commonwealth of Pennsylvania</p> <p>Mobile Communications Equipment - MA4409 - State of Utah</p> <p>Public Communications Equipment and Parts - 156809 - City of Phoenix</p> <p>Two-Way Radio, Antennas, Towers, Power Supplies and Related Items - HC210075 - Harris County, TX</p> <p>LMR System Management Supplies &amp; Equipment - MA21*161 - Pima County, AZ</p> <p>Public Safety Equipment and Two-Way Radio - PSE01 - Commonwealth of Massachusetts</p> <p>Two-Way Radio Parts and Accessries - MA 6400 GA240000004 - City of Austin, TX</p> <p>DPS Radio Equipment &amp; Supplies - 47183 - State of Vermont</p> <p>Public Safety Communications Repair and Install Parts - PA2023001 - State of ID</p> <p>Military Division</p> <p>2018 Master Radio Contract - 060B7400088 - State of Maryland</p> <p>Laird Antenna Coax Cables - 46600-DPS0000322 - GA Dept of Public Safety</p> <p>Wireless Communication Products - 1156662 - Montgomery County, MD</p> <p>Microwave Tower Supplies - 43514 - State of Vermont</p> <p>Radio Parts - 707314 - Palm Beach County, FL Sheriff's Office BPO</p> <p>IT Communication Shop and Radio Parts - 25017164 - County of San Luis Obispo, CA BPO</p> <p>Radio Installation &amp; Repair Parts - PD13,240000001240-1 - Maricopa County, AZ</p> <p>Radio &amp; Antenna Parts - 2024-0410-008 - Clark County, NV BPO</p> <p>Scada System Hardware - 86980 - City of Arcadia, CA BPO</p> <p>Radio System Items - P279030 - Merced County Sheriff's Office BPO</p> <p>Telecommunications Parts - 20250590 - City of Hartford, CT BPO</p> <p>Electronic Supplies - P204712 - City of Columbia, SC BPO</p> <p>Communication Digital Microwave Radios &amp; Associated Equipment - 40-00000-24-00085 - State of New Mexico</p> <p>Electrical Cables &amp; Wire - 20251272 - City of Hartford, CT BPO</p> <p>Radio Signal Boosting Equipment - 14-09APR21 - Boone County, MO</p> <p>ITS Parts &amp; Components - 075A-23 - OH Dept of Transportation</p> <p>Telecommunications Equipment &amp; Supplies - UCPJMU6033 - James Madison University/VASCUPP</p> <p>Communications Infrastructure Installation Supplies - AMA 0612 DPS2400000029 1 - West Virginia State Police</p> <p>Miscellaneous Radio Supplies - 4500846954 - Polk County, FL Board of Public Instruction BPO</p> <p>Vehicle Aftermarket Accessories, Components, and Labor - MA4053 - State of Utah</p>	*
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?	GSA contract # 47QTCA24D003A; less than \$1MM annually	*

## 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 *	
Virginia Information Technology Agency (VITA)	Larry White	(434) 241-4962	*
Massachusetts Operational Services Division (OSD)	Camille Clarke	(617) 251-1858	*
Utah Division of Purchasing and General Services	Tiffany Rydalch	(801) 957-7129	*

## 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.	At Tessco, we understand that whether used by a Sheriff's Department or a federal agency, government communications demand high network reliability and security. With over forty (40) years of industry experience, we know how state and local government entities work, understand their unique requirements, and can provide the products, services, and additional support for their specific public safety communication needs. Tessco can help guide participating agencies through the red tape of their procurement, bid, or proposal processes, navigate through GSA schedules, and offer a vast network of small or minority business entities (including women-owned, disadvantaged business enterprises, 8a, HUD, etc.) to work with to help build and maintain a reliable wireless communication solutions. Choosing the right partner to execute those solutions is paramount. Tessco has thirty-eight (38) sales representatives managing almost ten thousand (10,000) government, carrier, and resellers accounts in the United States and Canada (many of which may already be Sourcewell participating entities). Tessco's sales representatives understand that designing, deploying, and maintaining a reliable, high-performing wireless solutions is a must for participating entities focused on public safety. Our sales representatives will communicate with participating entities on a daily basis gaining a complete understanding of the systems, solutions, and supply-chain needs of each entity. Through these discussions, our sales representatives are able to align the many value-added services offered by Tessco to create a pleasant buying experience for each participating entity. Get Wireless, a Minnesota based company, has an additional seventeen (17) experienced sales representatives, while Alliance brings another seventeen (17) sales representatives in the United States and Canada. All entirely focused on the public safety needs of participating entities in their designated region.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	As a result of Alliance Holding Company's acquisition, Tessco will be teaming with our sister-companies, Alliance Corporation, Get Wireless, and Discountcell to execute on the requirements of Sourcewell's Public Safety solicitation. As part of our this initiative, each portfolio company will vet our portfolio of resellers to ensure we've partnered with reliable and credible companies capable of maintaining the world-class services and support Tessco has provided government agencies for over forty (40) years. These authorized resellers will have access to over four hundred (400) industry leading brands to service participating entities. A benefit of our recent merger includes participating entities now having access to three (3) of the largest suppliers of wireless solutions in the industry. Our shared resources and warehouse locations allow us to distribute products and solutions faster and with more efficiency to government agencies in North America and Canada.
28	Service force.	Tessco's world-class Technical Support & Solutions Development Teams assists customers with system design expertise, helping customers before and after the sale as they build their wireless solution. Through this team, customers have access to services such as, but not limited to, technical support, system design, and engineering. If a situation occurs where the expertise from a Tessco OEM vendor(s) is required, Tessco will contact the OEM vendor and coordinate the on-site support. All of Tessco's OEM vendors are available to provide on-site support when needed. For all other field services including by not limited to installation, maintenance, and repairs, Tessco and our sister companies will rely solely on our vast network of value added resellers to provide services to participating entities. At Tessco, our goal is to remove complexity and enhance each participating entities' ability to deliver value to the citizens in their city, town, or district. Our value-added reseller partners are experts in solutions covering everything from public safety communications to base station and backhaul, to Wi-Fi, DAS, centralized digital power, and much more! Many of our reseller partners have small or minority owned business certifications within their operating states and thus can be utilized to help participating entities achieve any small business requirements or goals.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Purchase orders (POs) may be sent to Tessco through various means – over the phone, via fax, email, EDI or other electronic interface, or on-line at our website, <a href="http://www.tessco.com">www.tessco.com</a> . POs will be submitted to the Tessco account manager, program manager, or support representative depending on the project and the size of the order. Either of these points of contact will process the PO and enter it into our Order Management System. At any time, authorized personnel and/or partners may log into the system to view the status and contents of all orders on <a href="http://www.tessco.com">www.tessco.com</a> .

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.	Tessco has a variety of experts on staff to provide any and all needed support. Tessco offers live customer support representatives during business hours (7:00 am EST – 6:00 pm PST) via our toll free phone number. In addition to our peak business hours, Tessco has developed an after hour and weekend process to address urgent needs if, or when, the need should arise. We have an SOS/emergency team in place to respond to our customers should a disaster or crucial situation require immediate attention. Tessco's mission is to offer our customers world-class knowledge and support. When you need more detailed specifications and instructions on how to use a product, our technical support representatives are available (8:00 am -7:00 p.m. EST) to assist. We have technical support team members for infrastructure, broadband, test/maintenance, mobile/portable devices and security systems ready to answer questions regarding the products Tessco delivers. Another resource, <a href="http://www.tessco.com">www.tessco.com</a> , provides valuable ordering, product and solution details and includes Live Chat functionality.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Tessco, and our sister companies Alliance, Get Wireless, and Discountcell have a vast network of sales and technical support representatives, solutions architects, and resellers across the United States and Canada ready to execute on the requirements of Sourcewell's Public Safety solicitation. Our products and services would be available to all participating entities. Through this contract, we plan to improve upon the support we're providing government agencies and non-profits by simplifying their procurement process.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	As a result of the acquisition of Tessco Incorporated and Alliance Corporation, our ability to provide products and services to Canadian entities has greatly increased. Alliance Corporation is a supply chain and inventory management company with value-added services such as design and cable termination capabilities. Founded in 1993 with headquarters in Toronto, Canada, Alliance has sales coverage across Canada with warehouses in Mississauga, ON and Calgary, AB. Alliance Corporation is one of the largest communications technology distributors in Canada with solutions covering wireless infrastructure (5G), private data networks, wireless IoT, Inbuilding coverage (DAS), broadband access, power, and wireline. Offering a full portfolio of cables, antennas, DAS, jumpers, radios, and towers, Alliance Corporation distributes equipment to build and maintain private, public and government networks. Pre and post-sale technical support, engineering, radio configuration, and training services are available. Alliance currently serves telecommunication carriers, fixed wireless broadband service providers, OEMs, systems integrators, resellers, and contractors in education, enterprise, federal government, military, healthcare, industrial, municipal government, oil and gas, mining, public safety, security, utilities, and transportation industries throughout Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	N/A	*
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.	N/A	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *	
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.	Tessco would promote this opportunity through digital marketing efforts such as email marketing, social media promotions via X, Facebook, and LinkedIn, website content creation, including homepage banners, keyword search banners, news articles, etc. to our external customer base. In addition, we would promote to our internal team members through our Intranet, weekly internal email newsletter, etc. (NOTE: examples attached).	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	At Tessco, we use the following technologies and digital data to enhance our marketing effectiveness:1.) Content Optimization – through Google Analytics, we identify which content performs best with our customer base, and 2.) Customer Behavior Insights – through web engagement, click-through rates, and time spent on content pages, helps us identify which content resonates best with our customers and where we need to focus. And lastly, 3.) Market Segmentation – through our CRM, we can divide our email marketing audiences into smaller, more targeted segments based on their demographics, market they serve, etc.	*
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?	Sourcewell's participating in the promotion of agreements arising from this solicitation would be an added benefit Tessco would take full advantage of. Any additional resources made available to us through Sourcewell will only enhance our own marketing and sales outreach initiatives. Tessco will integrate an award into our sales process as a "procurement solution" used to help participating entities simplify all the rules and regulations government buyers face on a day-to-day basis. Today we support thousands of government agencies and non-profits all of which have limited resources in purchasing and technical support. We bridge the gap between the buying needs of participating agencies and the various resources available to us. Mainly, a procurement vehicle aimed at easing agencies buying experience.	*
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.	Yes. Tessco offers a full range of procurement and ecommerce integrations to make managing your supply chain easy and efficient. Our website, <a href="http://www.tessco.com">www.tessco.com</a> , allows customers to gain access to the Tessco product catalog, solution configuration and order management from a web browser. With a Tessco account, customers can access customer specific pricing (including contract specific pricing), real-time product availability, order status, ordering history, delivery tracking, and product selection & configuration tools. Account managers and customer support representatives are standing by to assist participating entities requiring additional training or education of our online platform. Through our online platform, customer's can fill a cart with needed products, review line-item pricing and create a quote for their next purchase. Also, users of our online platform have the ability to chat with technical and customer support representatives to address any immediate questions they may have. In addition, Tessco offers "punchout" capabilities allowing integration with our customer's systems.	*

**Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)**

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.	All of Tessco's OEM vendors are available to provide on-site support when needed. Costs and schedules will be provided by the OEM.	*
42	Describe your proposed solutions integration and interoperability capabilities with other communication and technology components.	Tessco's interoperability and radio over IP (RoIP) offer is a part of our complete two-way radios and accessories product portfolio. From hardware gateways to cables and accessories, we have the necessary components to support unified communication systems for critical applications. We make it easy to do business with our broad selection of the industry's top suppliers and our capable technical support.	*



43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Tessco provides an e-Voicing program in which customers can receive their invoices by e-mail instead of paper mail. E-Voicing is really a win-win for both customer and company. Customers save time, energy, and money and Tessco is able to help the environment by reducing the use of paper and delivery trucks. Tessco now tracks our energy consumption and harmful greenhouse gas emissions using Baltimore Gas & Electric's (BGE) Portal and Monthly Statements. Tessco trends energy consumption by month. Currently, BGE's breakdown of energy sources is as follows: Natural Gas: 42%, Nuclear Power: 37%, Petroleum (Oil): 12%, Coal: 9%. Tessco promotes the use of plug-in electric vehicles by providing electric vehicle charging, preferred parking, and designated parking. Tessco offers products and services that reduce waste, conserve water, and promote energy efficiency. We currently participate in multiple recycling programs including metal and wood scrap in our shops, battery disposal of products that have been returned or rendered obsolete, office bottles, cans, and paper products, and certified destruction of IT equipment. Tessco has installed LED lighting at all facilities as well as automatic sinks and toilets to reduce energy and water waste. In 2020, Tessco moved to a hybrid work model which has led to less carbon emissions through daily commutes as well as lower energy use in our facilities. Our products are shipped to customers using the most efficient means of travel. Best practices include ground service over air whenever possible, consolidating multiple shipments to the same customer reducing materials and transportation energy, regionalized inventory stocking practices reducing cross country transit, utilization of SmartWay carrier network, shipping used corrugate back to suppliers, and participation in the Sustainable Forestry Initiative.	*
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.	Tessco does not use 3rd party issued eco-labels, ratings, or certifications pertaining to the solutions we provide.	*
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?	Tessco has the ability to offer the following unique services. 1.) SITE KITTING: As a value-added service, Tessco offers the option of kitting and configuration. This service enables you to receive all of the materials required for a site or project to be delivered either directly to the jobsite or to your facility. Tessco has a staging area in two (2) distribution centers where multiple products from different manufacturers can be combined into one (1) custom solution that is packaged together. If a kit is going to be purchased more than once, one (1) part number can be generated to include every item in your bill of materials. Tessco is also capable of building custom cable jumpers to meet the demands of customer projects. The cable jumpers can range in cable length and can be fitted with different connectors on each end before shipment. 2.) CUSTOMER LABELING & PACKAGING: In addition to our standard SKU label, Tessco has the ability to custom label product with customer part number, project names and/or site locations. Each of the boxes, reels, or skids in the site kit package is delivered with a large label, enabling anyone in your organization to easily identify the project or job. This helps to reduce your product waste, lost inventory, and management time. 3.) DEPOT MANAGEMENT: Tessco has the ability to offer customers local depots where needed, with quick turnaround times to both launch and close depots. 4.) WARRANTY FACILITATION & SUPPORT: Tessco facilitates the manufacturer warranty policy. Under existing programs, we also provide advanced replacements to the point of consumption. When using Tessco as the single source for all material needs, including warranty replacements, Tessco can assist in providing reporting on failure rate by manufacturer by item. This information is often used by customers to set spare inventory levels to be maintained for future advanced replacement needs. 5.) SOLUTION ARCHITECTS: Tessco has a team of solution architects with direct industry experience to support every Tessco system. They take our customers' unique requirements and turn them into custom solutions. Our solution architects have over 315 years of combined industry experience across all Tier 1 and regional cellular carriers, major wireless ISPs, and major manufacturing partners. Consultations are available upon request to assist with hardware selection across environments and intangibles to ensure your solution is built and delivered on time, on budget, and at the lowest cost. This team of sales engineers will discuss your project requirements, collaborate on product selection, and ensure you are not missing any critical elements. Our Solution Architects can help create the following solutions—public safety, broadband, microwave, networking, power and solar, fixed and mobile tower infrastructure, test equipment, fiber, and distributed antennas systems.	*

**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment	
46	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 resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Tessco utilizes our network of value-added resellers across the country when a government agency requires a small or minority own business or enterprise, 8a, HUB, or tribal business.	*
47		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Tessco utilizes our network of value-added resellers across the country when a government agency requires a small or minority own business or enterprise, 8a, HUB, or tribal business.	*
48		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Tessco utilizes our network of value-added resellers across the country when a government agency requires a small or minority own business or enterprise, 8a, HUB, or tribal business.	*
49		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Tessco utilizes our network of value-added resellers across the country when a government agency requires a small or minority own business or enterprise, 8a, HUB, or tribal business.	*
50		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Tessco utilizes our network of value-added resellers across the country when a government agency requires a small or minority own business or enterprise, 8a, HUB, or tribal business.	*
51		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Tessco utilizes our network of value-added resellers across the country when a government agency requires a small or minority own business or enterprise, 8a, HUB, or tribal business.	*
52		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Tessco utilizes our network of value-added resellers across the country when a government agency requires a small or minority own business or enterprise, 8a, HUB, or tribal business.	*
53		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Tessco utilizes our network of value-added resellers across the country when a government agency requires a small or minority own business or enterprise, 8a, HUB, or tribal business.	*
54		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Tessco utilizes our network of value-added resellers across the country when a government agency requires a small or minority own business or enterprise, 8a, HUB, or tribal business.	*

**Table 6A: Pricing (400 Points, applies to Table 6A and 6B)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Tessco offers Net 30 terms, subject to credit approval. Tessco accepts all major credit cards at time of purchase, prepayments and electronic fund transfers.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Tessco offers a range of financial services and solutions including channel financing and leasing to help government agencies take on larger projects and reach a new level of success. Tessco's financial experts provide start-to-finish support. From designing the best financing options to service from a dedicated account receivable representative, we are committed to delivering growing success for all our customers.	*

57	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.	Examples of Tessco's quote and invoicing documents have been attached.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Tessco accepts P-cards at time of purchase.	*
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Tessco is offering a discount % off MSRP pricing model to all participating agencies. These discounts will remain fixed throughout the life of the contract ensuring all Sourcewell participants receive the same buying benefits regardless of agency size or buying volume. Furthermore, the discounts provided are minimum discount percentages. Participating agencies may receive additional discounts depending on a product promotion or large project. MSRP pricing on all products can be found on <a href="http://www.tessco.com">www.tessco.com</a> , and MSRP pricing on all services will be provided by the service provider.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	2% - 48% off MSRP based on Brand and Product Category. See attached excel spreadsheet	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	When strategic opportunities or large projects arise, Tessco's support team is there to help all participating agencies. Many of the manufacturers within our product offering provide special, registered, or project pricing discounts which may pass through to the participating agency. Additionally, both Tessco and our manufacturer partners run periodic promotions on products and/or solutions. These promotions will also be passed down to participating agencies. If VIRs are of value to a specific agency Tessco may consider implementing a mutually agreeable offer.	*
62	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.	Participating entities will have the option via our online platform <a href="http://www.tessco.com">www.tessco.com</a> , to toggle between their "Sourcewell Public Safety" contract pricing and standard open market pricing provided to all Tessco account holders.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	BULK or expedited deliveries. Deliveries requiring a lift-gate. Deliveries outside the Continental United States. Utilization of Tessco's depot management services. Tessco direct purchase do not include installation and services.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	While we can ship to Alaska, Hawaii, Canada, and any offshore delivery site, Tessco cannot guarantee these items will deliver in the same time frame as deliveries being made within the continental United States.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	While we can ship to Alaska, Hawaii, Canada, and any offshore delivery site, Tessco cannot guarantee these items will deliver in the same time frame as deliveries being made within the continental United States.	*

66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	At Tessco, we can deliver exceptional order accuracy and on-time delivery by leveraging our state-of-the-art systems and facilities. Our operational footprint includes both owned facilities and partner locations, which are fully integrated to meet our customers' requirements. Tessco's flexible capacity, including facilities, people, and systems, is designed to meet the changing needs of our customers. We deliver an array of value-added services tailored to your needs. From warehousing, transportation, and stocking models, our list of services covers all the bases. Let us help you by leveraging our strengths to remove the complexities you face day-to-day. Our core operational excellence is to configure orders for complete, on-time delivery no matter when or where you're located. Our distribution centers, located in Maryland and Nevada, have the capacity to process more than 5,000 shipments containing over 100,000 items each day. These features would benefit Participating Entities in the following ways: 1) Offers capability to securely grow your business with the ability to scale with nationwide delivery from two warehouses. Over 500K sq. ft. 2) Increases ROI with on-time delivery (Nationwide delivery in three days or less) and 3) Eliminates shipping errors with quality control processes that ensure accuracy (ISO 9001 & TL 9000 certified).	*
67	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.	We audit contract compliance on a quarterly basis. We generate internal reports which illustrate which accounts are utilizing a contract awards, what items are being purchased and at what price, as well as any shipping or delivery costs associated with any orders. This data is scrutinized at the item level to ensure the customer has paid the contract price, and delivery costs were addressed accurately. When all data is reviewed and confirmed to be accurate, Tessco will submit our quarterly sales data and 2% admin fee back to Sourcewell. Any errors found during the reporting process will be relayed to our internal IT department to uncover the cause(s) of the problem. Additional feedback is solicited from our sales team and buying customers. All these tasks will ensure we remain in compliance with the terms and conditions throughout the life of the contract.	*
68	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.	A few examples of internal metrics that would be tracked to determine success would be the number of participating entities utilizing the contract, revenue increases or decreases amongst government agencies, customer feedback regarding ease of the procurement process, and new buyers or participating entities now signed up with Tessco or any of the portfolio companies.	*
69	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.	2%	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Pricing offered to Sourcewell Participating entities is as good or better than pricing offered through contracts similar in nature.	*

**Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)**

Line Item	Question	Response *
71	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Connectivity and coverage are essential to public safety. Real-time communication between first responders is critical for situational awareness and the ability to effectively and safely manage an incident's needs. Quality, reliable communication when responding to an emergency is a must. Our extensive product offering and industry expertise will help you identify, select, configure, and source the necessary equipment for your unique public safety needs. The configuration begins with the selection of products, the development of a bill of materials (BOM) to the guaranteed price and delivery confirmation, and then ends with the delivery of products packaged the way required for fast receiving and deployment. Tessco offers over four hundred (400) industry leading brands including, but not limited to, Cambium, Comba, Commscope, PCTel, Freedom, Havis, and Ventev, just to name a few. Our products and solutions address five (5) main wireless applications for public safety--base station infrastructure, mobile communications, operations and maintenance, portable radio equipment and public safety distributed antennas systems (DAS).
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p><b>MOBILE FLEET SOLUTIONS:</b> Today's mobile workforce requires an advanced, functional mobile workspace capable of supporting real-time data and access to remote systems. Providing fleet teams with the tools to efficiently do their jobs while in the field is a must. A well-constructed, ergonomically designed mobile environment built with best-in-class products ensures a high-performing and productive outcome.</p> <p><b>LMR/TWO-WAY COMMUNICATIONS:</b> At Tessco, we understand the importance of land mobile radio (LMR) systems to numerous businesses and industries as their primary means of communication, especially those who need instant responses from their team out in the field. LMR is a person-to-person voice communication system between radio transceivers and is made up of handheld, vehicle-mounted, and fixed base mediums.</p> <p><b>PUBLIC SAFETY DAS SOLUTIONS:</b> Our Public Safety DAS solutions cover all critical areas, including stairways and elevators, ensuring that first responders and public safety professionals can communicate effectively when it matters most. We adhere to the National Fire Protection Association (NFPA) and local public safety codes required by AHJs in your area, so you can rest assured that your system is up to code and ready for action.</p> <p><b>CELLULAR DAS SOLUTIONS:</b> At Tessco, we understand how important strong cellular connectivity is to everyday life. Cellular distributed antenna systems (DAS) ensure that cellular signals can reach all areas of the environment, whether indoor or outdoor, and including areas difficult for RF to penetrate, to ensure there is enough coverage and capacity necessary for users to stay connected at all times.</p> <p><b>INTERNET OF THINGS (IOT):</b> The term IoT refers to an ever-growing network of connected devices that allows for the capture and exchange of data in a way that was unimaginable in the past. With the right mix of technology and network connectivity in place, IoT enables safety, sustainability, operational efficiency and economic growth. Real-time visibility of data allows enterprises to leverage this information to make informed decisions that have a significant impact to their business.</p> <p><b>CITIZENS BROADBAND RADIO SERVICE (CBRS):</b> With growing demands around wireless connectivity, spectrum availability is crucial. The Citizens Broadband Radio Service (CBRS) spectrum, the 3.5 GHz band, addresses growing connectivity needs by offering more spectrum availability to a larger segment of the market.</p> <p><b>WI-FI SOLUTIONS:</b> We offer a complete end-to-end solution that includes everything from system design to post-deployment support. Our solution encompasses both active and passive components, ancillary products, integration, and supply chain architecture. We cater to a diverse range of industries, including commercial enterprises, educational institutions, industrial applications, urban communities, multi-dwelling units (MDUs), hospitality, and large public venues.</p> <p><b>MICROWAVE SOLUTIONS:</b> Reliable network connectivity is essential to business operations as it provides a lifeline for data, voice, and video communications. Tessco understands the complexities of a broadband deployment, whether for service providers, enterprise, government, industrial customers, or Value-Added Reseller (VAR) integrators.</p>

**Table 7B: 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	Offerings	Offered *	Comments
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73	In-station Public Safety alerting or paging systems;		<input checked="" type="radio"/> Yes <input type="radio"/> No	Tessco has a variety of Public Safety solutions all of which can be viewed on our website, <a href="http://www.tessco.com/content/solutions/">www.tessco.com/content/solutions/</a>	*
74	Dispatch/control room consoles and associated integrated communications equipment;		<input checked="" type="radio"/> Yes <input type="radio"/> No	Tessco features a complete selection of telephony interconnect and remote control products as part of our two-way radios and accessories portfolio. We have your whole dispatch center covered, from consoles and remotes, to call boxes and interconnects. Tessco makes it easy to build a complete solution for any public safety dispatch application with the industry's top suppliers and technical support.	*
75	Wearable or portable communication devices, including biomonitors wearables, alerting or paging systems		<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer a small selection of wearable communication devices.	*
76	Connectivity and interoperability devices, hardware, and equipment for the connection of communication systems and endpoints, including:		<input checked="" type="radio"/> Yes <input type="radio"/> No	Tessco's interoperability and radio over IP (RoIP) offer is a part of our complete two-way radios and accessories product portfolio. From hardware gateways to cables and accessories, we have the necessary components to support unified communication systems for critical applications. We make it easy to do business with our broad selection of the industry's top suppliers and our capable technical support.	*
77		Satellite communications equipment;	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not offer satellite communications equipment.	*
78		Portable and deployable wireless hubs, routers, and networks	<input checked="" type="radio"/> Yes <input type="radio"/> No	View Tessco's extensive range of cellular modems and routers for all your data transmission needs. With options suitable for industrial applications, IoT deployments, and remote monitoring, Tessco offers cellular modems and routers from reputable brands, equipped with advanced features like multi-carrier support and secure VPN connectivity.	*
79		Mesh networks and mesh radios	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tessco offers comprehensive mesh radio solutions as part of our broadband radios, accessories, and services portfolio. We feature high-performance multi-radio, multi-platform solutions that support high-definition video and multimedia services. Easy to manage and operate, Tessco's mesh portfolio is a perfect complement to the public safety, transportation, and industrial automation industries.	*



80		Land mobile/broadband radios	<input type="radio"/> Yes <input checked="" type="radio"/> No	We offer all accessories for LMR radios. We utilize VAR partners that do sell radios whenever needed.	*
81		Push to Talk over Cellular (PoC) handsets	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tessco offers a comprehensive selection of two-way radio accessories products to support all your network needs. Our offer includes encoders, decoders, ANI systems, as well as two-way battery chargers and analyzers, batteries, headsets and microphones.	*
82		High Power User Equipment (HPUE) for LTE	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer HPUE for LTE as well as our sister company Alliance.	*
83	Airborne, marine, and underwater communication systems		<input checked="" type="radio"/> Yes <input type="radio"/> No	We have some marine antennas and cables that we offer.	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 84. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input checked="" type="radio"/> Yes <input type="radio"/> No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
  - [Pricing](#) - Price Sheet - RFP 020625 - PS Comm Tech & Hardware Solutions.xlsx - Thursday February 06, 2025 11:37:17
  - Financial Strength and Stability (optional)
  - [Marketing Plan/Samples](#) - GOV The Wireless Update Main Article.JPG - Thursday February 06, 2025 11:37:46
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Standard Transaction Document Samples](#) - INV\_9400362184\_2100038396\_12182024\_13770197043.pdf - Thursday February 06, 2025 11:38:16
  - Requested Exceptions (optional)
  - Upload Additional Document (optional)

## 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. - Desmond Esteves, Vertical Market Executive, Tessco Incorporated

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_Public_Safety_Communications_Eqpt_RFP_020625 Wed January 29 2025 03:10 PM	<input checked="" type="checkbox"/>	4
Addendum_12_Public_Safety_Communications_Eqpt_RFP_020625 Wed January 29 2025 03:09 PM	<input checked="" type="checkbox"/>	4
Addendum_11_Public_Safety_Communications_Eqpt_RFP_020625 Tue January 28 2025 01:37 PM	<input checked="" type="checkbox"/>	1
Addendum_10_Public_Safety_Communications_Eqpt_RFP_020625 Mon January 27 2025 04:19 PM	<input checked="" type="checkbox"/>	1
Addendum_9_Public_Safety_Communications_Eqpt_RFP_020625 Mon January 27 2025 10:15 AM	<input checked="" type="checkbox"/>	1
Addendum_8_Public_Safety_Communications_Eqpt_RFP_020625 Tue January 21 2025 09:01 AM	<input checked="" type="checkbox"/>	1
Addendum_7_Public_Safety_Communications_Eqpt_RFP_020625 Thu January 16 2025 03:36 PM	<input checked="" type="checkbox"/>	1
Addendum_6_Public_Safety_Communications_Eqpt_RFP_020625 Wed January 8 2025 11:08 AM	<input checked="" type="checkbox"/>	1
Addendum_5_Public_Safety_Communications_Eqpt_RFP_020625 Fri January 3 2025 03:19 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Public_Safety_Communications_Eqpt_RFP_020625 Mon December 30 2024 04:32 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Public_Safety_Communications_Eqpt_RFP_020625 Fri December 27 2024 09:56 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Public_Safety_Communications_Eqpt_RFP_020625 Tue December 24 2024 01:46 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Public_Safety_Communications_Eqpt_RFP_020625 Wed December 18 2024 08:04 AM	<input checked="" type="checkbox"/>	1