



Solicitation Number: 031924

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and USCC Services, LLC, 8410 W. Bryn Mawr Ave., Chicago, IL 60631-3486 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires May 8, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier is not responsible for circumstances beyond its control, including without limitation, acts or omissions of others, pandemics, epidemics, atmospheric conditions or acts of God. Participating Entity understands that service may be interrupted or unavailable due to atmospheric or topographical conditions, governmental regulations or orders, or system capacity limitations. Representations of coverage by Supplier or its agents are not guarantees. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors but only with respect to liability assumed under the contract by the Supplier. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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

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

22. CANCELLATION

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

Sourcewell

USCC Services, LLC

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...

DocuSigned by:
Christopher White
By: 48D7D5509F2948D...

Jeremy Schwartz
Title: Chief Procurement Officer

Christopher White
Title: Senior Director of Sales Operations and Enablement

Date: 5/8/2024 | 9:58 AM CDT

Date: 5/8/2024 | 9:57 AM CDT

RFP 031924 - Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories

Vendor Details

Company Name: USCC Services, LLC
Does your company conduct business under any other name? If yes, please state: dba UScellular
Address: 8410 W Bryn Mawr Ave
Chicago, IL 60631
Contact: Lindsey Hibl
Email: businesschannelsal@uscellular.com
Phone: 262-949-2702
HST#: 364046814

Submission Details

Created On: Tuesday January 16, 2024 14:16:59
Submitted On: Thursday March 14, 2024 16:59:03
Submitted By: Lindsey Hibl
Email: businesschannelsal@uscellular.com
Transaction #: 0116294d-c0e0-4be9-afec-74ca3cfa5990
Submitter's IP Address: 163.116.145.92

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	USCC Services, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	USCC does not have any subsidiary companies whose equipment, products, or services are included in the Proposal. Additionally, USCC is a majority-owned subsidiary of Telephone and Data Systems, Inc. (TDS). TDS will not be directly involved in any services set forth in the Proposal, however, USCC and TDS share certain back-office functions.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	UScellular Corporation
4	Provide your CAGE code or Unique Entity Identifier (SAM):	6WNA7
5	Proposer Physical Address:	8410 W Bryn Mawr Ave Chicago, IL 60631-3486
6	Proposer website address (or addresses):	www.uscellular.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Name: Christopher White Title: Senior Director of Sales Operations and Enablement Address: 8410 W Bryn Mawr Ave Chicago, IL 60631-3486 Email: Christopher.White2@uscellular.com Phone: 501-831-4941
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: Christopher White Title: Senior Director of Sales Operations and Enablement Address: 8410 W Bryn Mawr Ave Chicago, IL 60631-3486 Email: Christopher.White2@uscellular.com Phone: 501-831-4941
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Founded over four decades ago, UScellular (USCC) stands proud as the United States' fourth-largest full-service wireless carrier. Our journey began with a simple yet ambitious vision: to connect people and communities with superior technology and unparalleled service. Today, we are recognized not just for our expansive national network coverage but also for our relentless pursuit of innovation and our commitment to enhancing the customer experience.</p> <p>USCC's legacy is built upon a foundation of integrity, respect, and excellence. These core values have guided us through 40 years of industry changes, technological advancements, and evolving customer needs. We take pride in our robust infrastructure, a testament to our dedication, which includes the ownership and operation of 100% of our towers. This autonomy in infrastructure underscores our commitment to providing reliable and high-quality service across the nation.</p> <p>Our journey has been marked by significant milestones, including the pioneering of industry innovations and a focus on bridging the digital divide. Our early and ongoing investment in 5G technology exemplifies our commitment to bringing cutting-edge connectivity to every corner of Rural America and beyond.</p> <p>USCC's dedication to serving a broad spectrum of customers—including government entities, private sector companies, and individual consumers—has established us as a trusted advisor in the wireless service industry. We approach each customer relationship with a consultative mindset, prioritizing trust, personalized service, and a deep understanding of our customers' unique needs.</p> <p>Our business philosophy extends beyond mere transactions. We see ourselves as partners in our customers' success, engaging with them to understand their challenges and goals. This partnership approach has enabled us to not just meet but exceed expectations, ensuring that our customers benefit from the latest technological advancements and customer-centric solutions.</p> <p>At USCC, we promise to maintain our heritage of innovation and customer service excellence. We look forward to the opportunity to continue this tradition with Sourcewell and its members, leveraging our industry expertise to provide solutions that meet today's needs and anticipate tomorrow's challenges.</p>	*
11	What are your company's expectations in the event of an award?	<p>Upon being awarded a contract by Sourcewell, USCC envisions embarking on a strategic partnership that emphasizes mutual success, innovation, and comprehensive service delivery to Sourcewell members. Our expectations are centered around three core areas:</p> <p>Strategic Partnership Development: Our primary expectation is to develop a robust partnership with Sourcewell, fostering an environment of collaboration and mutual benefit. We aim to work closely with Sourcewell to understand the unique needs of its members and tailor our services to meet these requirements efficiently. This partnership will be built on the principles of transparency, accountability, and continuous dialogue to ensure both parties achieve their strategic objectives.</p> <p>Expansion and Innovation: USCC anticipates leveraging this award as an opportunity to introduce cutting-edge wireless technology solutions to a broader audience, including government entities, educational institutions, and nonprofit organizations. We are committed to pioneering innovations in 5G technology and IoT solutions that can drive significant value for Sourcewell members. Our expectation is to work in tandem with Sourcewell to identify areas for technological advancement and implement solutions that enhance connectivity, operational efficiency, and digital inclusion across the membership.</p> <p>Customer Service Excellence and Support: A key expectation from the award is to set a new benchmark in customer service excellence for Sourcewell members. USCC is dedicated to providing unparalleled support, from the initial consultation and implementation to ongoing service management and troubleshooting. We have the foundation built with dedicated account management teams to serve Sourcewell members, ensuring personalized, timely, and effective service delivery. Our goal is to ensure that every member experiences the reliability, coverage, and quality that USCC is known for, ultimately contributing to their success and satisfaction.</p> <p>USCC views this award as a foundational step towards a long-term partnership with Sourcewell, aiming to deliver exceptional value, innovation, and service to its members. We are excited about the prospect of working together to achieve shared goals and address the evolving needs of the communities we serve.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>We have included multiple key financial documents to underscore our financial strength and stability. These include our Dun and Bradstreet report dated 10/23/2020, our Q4 2023 and full-year 2023 results, along with our most recent 10-K report for the fiscal year ending 12/31/2023. These documents can be found in the financial strength and stability attachment section.</p>	*

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

Table 3: Industry Recognition & Marketplace Success

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

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
City of Madison Police Department	Thomas Dull	608-267-1171
University of Iowa	Eddie T. Etsey	319-335-9430
City of Neosho, MO	George Moody, IT	417-451-8050

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Local Government Customer 1	Government	Wisconsin - WI	Public Sector/Local Government	2,000	\$1.8M
Law Enforcement Customer 2	Government	Wisconsin - WI	Public Sector/Law Enforcement	2,000	\$2.3M
Education Customer 3	Education	Wisconsin - WI	Public Sector/Education	1,500	\$1.7M
Parks & Wildlife Customer 4	Government	Wisconsin - WI	Public Sector/Parks & Wildlife	1,200	\$1.6M
Education Customer 5	Education	Tennessee - TN	Public Sector/Education	1,200	\$1.6M

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
26	Sales force.	USCC Business Sales and Operations team of dynamic associates is comprised of over 250 direct business and government employees who are strategically positioned across our network. These professionals are meticulously selected and continuously developed through training programs, ongoing mentorship, and robust leadership support. Our commitment to investing in our workforce ensures that they are equipped with the knowledge, skills, and resources necessary to effectively meet the diverse needs of Sourcewell participating entities across the United States. Our sales force is strategically distributed to provide coverage and personalized service, enabling us to deliver tailored solutions to our clients efficiently and effectively.
27	Dealer network or other distribution methods.	USCC is committed to extending our services to underserved communities, and as part of this commitment, we have strategically established a network of 478 Agent locations and 59 Regional Business Dealer locations. These distribution channels are positioned to ensure coverage and accessibility for our customers and Sourcewell participating entities. Through our extensive network, we aim to provide reliable and convenient access to our products and services, empowering communities across the USCC footprint with seamless connectivity and support.
28	Service force.	<p>At USCC we are well-equipped to meet the needs of Sourcewell participating entities, with a robust network of sales and service providers conveniently positioned to ensure coverage and support.</p> <ul style="list-style-type: none"> • Retail Locations: We have an established a network of 478 Agent locations and 59 Regional Business Dealer locations. • Dedicated Account Manager Support: Every account will have their own account sales executive assigned. • Call or Online Support: In addition, we have a Business Customer Care team that is available via 1-800# that you can talk to live M-F 8:00 AM-9:00 PM and Sat/Sun 9:00 AM-6:00 PM local time. For IoT and First Responder service, we offer 24/7/365 service line. <p>At USCC, we believe in a unified approach to sales and service, ensuring that our team members are cross-trained to handle a wide range of inquiries and solutions. This overlap between sales and service functions allows us to provide a seamless, end-to-end customer experience, where sales advisors are equipped to offer post-sale support, and service personnel understand the nuances of our product offerings. USCC's robust service force is strategically positioned and comprehensively trained to support the varied needs of Sourcewell participating entities.</p>

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>USCC has designed an ordering process that is efficient and straightforward for business and government customers alike. This system accommodates direct orders through USCC's established channels, orders through our network of authorized distributors and dealers, and utilizes our Business and Government Portal.</p> <p>Direct Ordering with USCC: Business and government customers can place orders directly through our website, customer service hotline, or via a dedicated account manager. This direct channel aims to provide a seamless and personalized experience, ensuring customers select the best products and services for their needs.</p> <p>Business and Government Portal: An essential resource for our customers is the Business and Government Portal. This self-service platform allows customers to manage their accounts, place new orders, and explore service options on their own. The portal is specifically designed to cater to the unique requirements of business and government entities, facilitating streamlined telecommunications management.</p> <p>Distributor and Dealer Network: When orders are processed through USCC's authorized distributors or dealers, we ensure that these partners are in alignment with our high standards of service. These partners help our business and government customers with product and service selection and manage the ordering process, providing an extension of USCC's quality service commitment.</p> <p>Roles and Responsibilities:</p> <p>USCC: Manages the ordering process across all channels to ensure that business and government customers receive unparalleled support, whether placing orders directly, through authorized partners, or via the Business and Government Portal.</p> <p>Distributors/Dealers: Act as extensions of USCC, supporting business and government customers in their selection and ordering process to ensure a smooth and efficient experience.</p> <p>Through this comprehensive approach, we guarantee that all our business and government customers have access to the latest telecommunications solutions with the level of support and convenience they require.</p>
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>USCC's customer service program is built around a core principle: providing immediate, reliable support to all our business and government customers, with a special emphasis on meeting the critical needs of First Responders. Here's a detailed look at our process and procedure, focusing on our response-time capabilities and the unique support we offer to essential personnel.</p> <p>Toll-Free Support Access: Our toll-free number, 1-800-USCC, is available for customers seeking assistance, offering an additional avenue for support alongside our dedicated service teams. This ensures customers have multiple options for contacting us, catering to their preference and convenience.</p> <p>24/7 Support for First Responders: We provide a specialized 24/7 support line for First Responders, acknowledging their indispensable role and the critical nature of their communication needs. This dedicated line ensures that First Responders have constant access to the support they require.</p> <p>Rapid Response Commitment: Our Business Account Support Specialist Team is dedicated to responding within 24 business hours from receiving any inquiry, with our current average response time being 2-3 hours or sooner. This swift response rate underscores our commitment to efficient and effective customer service.</p> <p>Engagement and Improvement through Customer Feedback: Regular customer surveys allow us to continuously improve our services. This feedback mechanism is vital for adapting our offerings to meet customer expectations and enhance their satisfaction with our services.</p> <p>In addition to our Business Account Support Specialists and our dedicated Account Managers, USCC is committed to providing a holistic support experience. Our Account Managers work closely with customers to understand their unique needs and offer tailored solutions, ensuring that every customer receives personalized and comprehensive support.</p> <p>This multi-faceted approach to customer service ensures that USCC can effectively support all customers, with a special emphasis on First Responders. Through dedicated support lines, a commitment to rapid responses, and continuous engagement with customer feedback, USCC maintains a high standard of service, ensuring reliability and satisfaction for all our business and government customers.</p>

<p>31</p>	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.</p>	<p>USCC is fully committed to providing our comprehensive range of products and services to Sourcewell participating entities across the United States. Our extensive network and robust infrastructure empower us to serve a diverse clientele, including business and government sectors, with cutting-edge communication solutions.</p> <p>Nationwide Coverage and Infrastructure: USCC's vast network coverage ensures that we can offer our services and products to Sourcewell participating entities regardless of their location within the United States. Our commitment to expanding and upgrading our network, including extensive investments in 5G technology, positions us as a reliable provider for all communication needs.</p> <p>Tailored Solutions for Diverse Needs: Understanding the unique requirements of different entities, USCC offers a wide array of products and services designed to meet the specific needs of businesses and government agencies. From advanced mobile communication devices to IoT solutions and critical connectivity services for First Responders, USCC is equipped to cater to the varied demands of Sourcewell members.</p> <p>Dedicated Support and Service: Our willingness to support Sourcewell entities extends beyond just providing products and services; it includes offering unparalleled customer service and technical support. With dedicated account managers and a Business Account Support Specialist Team, USCC ensures that Sourcewell members receive personalized assistance and guidance at every step.</p> <p>Flexibility and Scalability: USCC's solutions are designed to be flexible and scalable, allowing Sourcewell participating entities to adapt their telecommunications strategies as their needs evolve. Whether it's scaling up services during peak demand or integrating new technologies, USCC is ready and willing to assist.</p> <p>Commitment to Excellence: Our pledge to deliver exceptional quality and service is steadfast. USCC is dedicated to ensuring that Sourcewell participating entities benefit from the latest in telecommunications technology, backed by our commitment to customer satisfaction and operational excellence.</p> <p>USCC's ability and eagerness to provide our products and services to Sourcewell participating entities throughout the United States are grounded in our extensive network coverage, tailored solutions, dedicated support, and a flexible approach to meeting the dynamic needs of our customers. Our goal is to empower Sourcewell members with the tools and services necessary for their success, demonstrating our commitment to being a trusted partner in their telecommunications journey.</p>
<p>32</p>	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.</p>	<p>USCC is fully committed to ensuring our customers, including Sourcewell participating entities, experience seamless communication across the U.S. and into Canada. Recognizing that our operations do not extend physically into Canada, we've strategically developed our services to support roaming with seamless connectivity for those needing service across borders. Our network partnerships are leveraged to ensure that our customers can freely maintain their communications without disruptions, particularly beneficial for entities with cross-border operations.</p> <p>Roaming Services in Canada: We offer comprehensive roaming services to facilitate seamless voice and data services for our customers in Canada. This initiative ensures that Sourcewell entities can maintain critical communication lines without interruption, crucial for operations spanning across borders.</p> <p>Support for Cross-Border Operations: USCC understands the essential nature of uninterrupted service for businesses and agencies operating between the U.S. and Canada. We're dedicated to providing robust support through detailed roaming plans that meet the specific needs of these entities, ensuring smooth cross-border communication.</p> <p>Commitment to Connectivity: Our commitment goes beyond geographic boundaries to ensure all customers, regardless of their North American location, receive the high-quality service and support synonymous with USCC. We are prepared to assist with setting up the most effective roaming plans, equipping Sourcewell entities with the necessary tools and information for successful operations in Canada.</p> <p>Tailored Solutions for Unique Needs: Our approach involves closely working with each Sourcewell entity to understand and address their specific communication requirements, including any operations in Canada. This collaborative effort ensures the delivery of tailored services, providing seamless and uninterrupted connectivity.</p> <p>USCC's capability and willingness to support Sourcewell participating entities in Canada through our comprehensive roaming services highlight our dedication to seamless connectivity, customer support, and tailored solutions. Despite the lack of physical business operations in Canada, our focus remains on effectively serving the unique needs of businesses and government agencies, fostering seamless cross-border communication.</p>

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>While our primary focus is on serving the 21 states within our core network, we are committed to providing roaming services throughout the entirety of the United States and Canada. This ensures that our customers have access to seamless connectivity even when traveling outside our primary coverage areas.</p> <p>For detailed information on our coverage map, please refer to the following link: https://www.uscellular.com/coverage-map</p> <p>This map offers a overview of our network reach and demonstrates our dedication to providing reliable service across the United States and Canada.</p>	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>USCC is dedicated to providing comprehensive wireless data and voice services to all Sourcewell participating entities, encompassing government, education, and not-for-profit sectors. There are no specific sectors that USCC will not fully serve through the proposed contract. Our expansive network coverage and service offerings are designed to cater to the needs of these sectors across all 50 states, ensuring that geographical boundaries do not limit our ability to deliver high-quality communication solutions.</p> <p>Our commitment to national service provision is supported by a combination of direct network infrastructure and strategic partnerships, allowing us to extend our reach beyond the 21 states with direct USCC presence to ensure nationwide coverage. This approach enables us to offer tailored solutions that address the unique needs of each sector, regardless of location.</p> <p>Furthermore, USCC's participation in cooperative purchasing agreements is structured to enhance our service offering, not restrict it. These agreements facilitate the procurement process for Sourcewell participating entities, providing them with access to competitive pricing and flexible solutions without limiting our capability to serve any sector through the proposed contract.</p> <p>USCC strives to be a versatile and reliable partner for all Sourcewell participating entities, leveraging our technology, expertise, and national reach to support the vital communications needs of government bodies, educational institutions, and not-for-profit organizations across the United States.</p>	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>For our participating entities in Hawaii, Alaska, and US Territories, we extend our services through roaming capabilities. This ensures that customers in these areas can stay connected seamlessly, despite geographical challenges. Our commitment to providing reliable roaming services underscores our dedication to meeting the unique needs of customers in these regions, ensuring connectivity wherever they go.</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *
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<p>36</p>	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>USCC has extensive history promoting many state and local government contract vehicles like Sourcewell. We will build on this experience gained in promoting those agreements to customize the best approach in communicating the services offered with Sourcewell, recognizing each state or political subdivision entity has its' own processes and preferences about the type and number of communications delivered to its participating members.</p> <p>USCC will employ a variety of marketing strategies to promote the Sourcewell agreement, such as:</p> <ul style="list-style-type: none"> • Press Release – Our marketing and public affairs teams will work with Sourcewell marketing/communications group to craft an announcement of the contract award. As one of the premier wireless providers in America, we receive significant attention by the business and technology and local press in the states we serve. • Persona-based Marketing – We will develop customized co-branded collateral in collaboration with Sourcewell to market our services included in this agreement. Targeted individuals typically include C-level technology decision makers, Director/Manager technology decision makers and procurement leaders. • Ongoing marketing campaigns– our robust B2B marketing activities will integrate the Sourcewell partnership into planned elements including white papers, paid search and uscc.com content. • Events and Tradeshow Marketing – The Sourcewell agreement will be part of our portfolio at the state/local government conferences we attend and participate in each year. • Email and Social Media – Aside from marketing via tailored emails, we leverage several social media platforms including LinkedIn, Twitter and Facebook. Our state and local government sales teams and extensive partner channels will share the announcement of the Sourcewell agreement with throughout their networks. • Informational Webinars – Host webinars that provide insights into emerging trends in wireless communications and how our products and services can help Sourcewell members navigate these changes. These sessions can also include Q&A segments to directly address potential concerns and queries. <p>For a sample of this marketing plan, please reference the “marketing plan samples” in documents.</p>
<p>37</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>The USCC Business team utilizes various marketing tactics including, but not limited to Meta data usage, Search Engine Optimization (SEO), targeted keywords etc. to reach the right audience at the right time at a channel that is right for them (different Social media platforms like LinkedIn, Facebook and X, industry publications for e.g.) We further use data from our Account Based Marketing (ABM) platform to optimize reach and campaign effectiveness consistently.</p>

38	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>Sourcewell plays an integral role in promoting contracts that arise from this RFP, engaging in activities that ensure the contracts' benefits are well-communicated and accessible to Sourcewell members. This includes featuring the contract in newsletters, on the Sourcewell website, hosting webinars or informational sessions to introduce USCC's solutions to Sourcewell members, and leveraging marketing and communication channels to highlight case studies or success stories from early adopters of the contract. Such efforts are vital for ensuring that Sourcewell members are aware of and can easily access the services offered under the contract.</p> <p>To integrate a Sourcewell-awarded contract into USCC's sales process, the approach will be multi-faceted:</p> <p>Sales Team Education: We will ensure our sales and customer service teams are fully informed about the Sourcewell contract details, benefits, and application process. This knowledge enables them to effectively communicate the value proposition to potential Sourcewell members.</p> <p>Marketing and Sales Materials: USCC will develop and disseminate dedicated marketing and sales materials that emphasize our partnership with Sourcewell and the specific advantages of using the awarded contract. These materials will be tailored to meet the needs and answer the questions of Sourcewell members.</p> <p>Sourcewell Dedication Section on Website: A specific section of the USCC website will be devoted to Sourcewell members, providing detailed information about the contract, how to leverage it, FAQs, and contact information for direct support.</p> <p>Proactive Member Engagement: Through targeted marketing campaigns, direct outreach, and participation in Sourcewell events, USCC will actively engage with potential members, ensuring they are aware of and understand how to take advantage of the contract offerings.</p> <p>Ongoing Feedback and Improvement: USCC commits to establishing a continuous feedback loop with Sourcewell and its members who utilize the contract. This will allow us to adapt and refine our offerings to better meet the evolving needs of Sourcewell members.</p> <p>USCC is prepared and eager to support Sourcewell in promoting this contract, ensuring that members across government, education, and not-for-profit sectors can benefit from our advanced wireless data and voice services. Our sales process will be closely aligned with Sourcewell's promotional activities, guaranteeing a streamlined and effective approach to serving the unique needs of Sourcewell members.</p>
39	<p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Our Business and Government Portal serves as a platform for our customers to manage their accounts and procure products and services efficiently. Through the portal, customers can access a wide range of offerings, including accessories, devices, and additional lines of service.</p> <p>The purchasing process within the portal is streamlined and tailored with pricing of our agreed upon terms. This ensures transparency and accuracy in transactions, facilitating a seamless procurement experience for our customers.</p> <p>While our system does not offer a direct e-procurement ordering process outside of the pre-configured pricing, the Business and Government Portal provides a user-friendly interface that simplifies the purchasing journey for Sourcewell members. This allows them to easily navigate through available options, make informed decisions, and manage their procurement needs effectively.</p>

Table 8: Value-Added Attributes

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

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>USCC has in place a national recycling program with Iron Mountain for all of our properties. We have been actively recycling paper for the past 10 years.</p> <p>We have been converting our corporate and retail properties to LED lighting for energy savings, reduction in maintenance cost, and light quality improvement.</p> <p>We received the TOBY award (building of the year award) from BOMA for our Tulsa Care Center/Business office. The award called out our ADA adherence, LED lighting interior and exterior, Building Automation systems, ergonomics, etc.</p> <p>We have sustainability practices for the liquidation of all of our materials that are excess and/or obsolete (e.g. devices, accessories, not for resale chargers/batteries, etc). We require that we sell such inventory only to those companies that are R2 certified. https://www.epa.gov/smm-electronics/certified-electronics-recyclers. Also, we have suppliers that can specifically handle lithium.</p> <p>All cardboard that is used to ship product into our distribution center is fully recycled.</p> <p>We re-use much of our damaged product through harvesting of parts. In other words, when we have damaged devices that cannot be reactivated due to severe damage, there may be some portions of the device that can be re-used (vs. buying new; examples include the plastics, batteries, some mechanical components, etc). We do this all the time and call it 'parts harvesting'. The damaged portions are sold, as well, to recyclers with R2 certification.</p> <p>We also have a very robust process in place related to damaged/cracked liquid crystal displays (LCD's). LCD's are the most expensive part of the phone and, in cases where only the glass is damaged (i.e. everything else is intact); we can replace and recycle the damaged glass instead of buying an entirely new assembly.</p>																								
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>This award recognizes organizations for their sustainability accomplishments. It also includes an online tool designated to assist organizations of all sizes to track and enhance sustainability metrics across the triple bottom line- People, Profit, Planet. We received the second and third highest possible awards.</p> <p>The following levels/awards that we received for Scor3Card submittal are:</p> <table border="0"> <tr> <td>USCC - Brookfield</td> <td>0.65</td> <td>Gold</td> </tr> <tr> <td>USCC - Cedar Rapids</td> <td>0.65</td> <td>Gold</td> </tr> <tr> <td>USCC- Knoxville</td> <td>0.71</td> <td>Gold</td> </tr> <tr> <td>USCC- Madison</td> <td>0.67</td> <td>Gold</td> </tr> <tr> <td>USCC- South Portland</td> <td>0.65</td> <td>Gold</td> </tr> <tr> <td>USCC- Tulsa Engineering</td> <td>0.57</td> <td>Silver</td> </tr> <tr> <td>USCC Engineering/IS Facility (Schaumburg)</td> <td>0.62</td> <td>Silver</td> </tr> <tr> <td>USCC Operations Support Center (Chicago)</td> <td>0.62</td> <td>Gold</td> </tr> </table> <p>To reference this award and our partnership with the sustainability alliance organization, please click here https://www.thesustainabilityalliance.org/</p>	USCC - Brookfield	0.65	Gold	USCC - Cedar Rapids	0.65	Gold	USCC- Knoxville	0.71	Gold	USCC- Madison	0.67	Gold	USCC- South Portland	0.65	Gold	USCC- Tulsa Engineering	0.57	Silver	USCC Engineering/IS Facility (Schaumburg)	0.62	Silver	USCC Operations Support Center (Chicago)	0.62	Gold
USCC - Brookfield	0.65	Gold																								
USCC - Cedar Rapids	0.65	Gold																								
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USCC- Madison	0.67	Gold																								
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USCC- Tulsa Engineering	0.57	Silver																								
USCC Engineering/IS Facility (Schaumburg)	0.62	Silver																								
USCC Operations Support Center (Chicago)	0.62	Gold																								
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>USCC nor our hub partners hold diverse-owned certifications.</p> <p>While USCC is not a certified diverse company, we realize the importance of engaging with diverse and small companies within our procurement and supply chain needs. You can find out more by following this link to our Supplier Diversity Newsroom website: https://newsroom.uscellular.com/supplier-diversity-page/</p>																								

45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>USCC stands out in the telecommunications industry by offering a unique blend of advanced technology, personalized service, and strategic solutions tailored specifically to meet the diverse needs of Sourcewell participating entities. Here's what makes our offerings exceptional:</p> <p>Advanced 5G Network: USCC is at the forefront of deploying 5G technology, providing Sourcewell members with faster speeds, lower latency, and increased capacity. This advanced network infrastructure is crucial for entities requiring reliable, high-speed connectivity to support a range of operations, from emergency services in government sectors to digital learning environments in education.</p> <p>Tailored Solutions for Various Sectors: Understanding that government, education, and not-for-profit organizations have distinct communication needs, USCC offers customized solutions. Whether it's secure communications for sensitive government operations, robust connectivity for remote learning, or cost-effective plans for not-for-profits, our services are designed to address the specific challenges faced by each sector.</p> <p>Dedicated Support: USCC provides dedicated account management and customer service teams for Sourcewell members. This ensures that entities receive personalized assistance, from selecting the right services to ongoing support and troubleshooting, facilitating a seamless experience.</p> <p>Comprehensive Security Features: In an era where cybersecurity is paramount, USCC's products and services come equipped with advanced security features. These protect against threats and ensure the integrity of communications, an essential attribute for all Sourcewell participating entities, especially those handling sensitive information.</p> <p>Sustainability and Community Engagement: USCC is committed to sustainability and actively participates in community engagement initiatives. Our efforts to minimize environmental impact while contributing positively to communities resonate with the values of many Sourcewell members, particularly those in the not-for-profit sector.</p> <p>Flexible and Scalable Services: Our offerings are designed to be flexible and scalable, accommodating the changing needs of Sourcewell entities. As organizations grow or their requirements evolve, our services can be adjusted accordingly, ensuring that members always have access to the most effective and efficient solutions.</p> <p>Cost-Effective Pricing Models: USCC's pricing models are structured to provide maximum value, with competitive rates and transparent billing. This is particularly advantageous for Sourcewell members looking to optimize their budgets while obtaining high-quality telecommunications services.</p> <p>USCC's combination of cutting-edge technology, customized service offerings, dedicated support, and a strong focus on security and sustainability makes our solutions uniquely suited to the needs of Sourcewell participating entities. Our approach is not just about providing telecommunications services but about forging partnerships that empower Sourcewell members to achieve their objectives effectively and efficiently.</p>
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Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	<p>Do your warranties cover all products, parts, and labor?</p>	<p>At USCC, our manufacturer warranties offer coverage for all products, parts, and labor. We stand behind the quality of our offerings and are committed to ensuring our customers' satisfaction.</p> <p>Under our warranty program, USCC provides full coverage for any defects in products, parts, or labor, giving our customers peace of mind. In the event that a device requires replacement, we offer refurbished devices as part of our warranty service, ensuring minimal disruption to our customers operations.</p> <p>Our warranty program is structured to be hassle-free and straightforward. To qualify for warranty coverage, customers simply need to adhere to the conditions and requirements outlined in the warranty documentation provided for each item purchased.</p> <p>Overall, our manufacturer warranty program reflects our commitment to delivering quality products and exceptional service to our customers. With USCC, customers can trust that they are receiving reliable coverage and support for their investments.</p>
47	<p>Do your warranties impose usage restrictions or other limitations that adversely affect coverage?</p>	<p>Our warranties provide coverage without any limitations, ensuring that customers can fully utilize our products without concerns about coverage restrictions.</p>

48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	USCC does not offer on-site technician services at any locations. However, customers can rely on our warranty program to cover the costs associated with repairs and replacements for covered products, parts, and labor. In situations where installs are required or requested, i.e. fleet tracking installation in a truck, we rely on our third-party partners to offer on-site support.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	While we do not currently have certified technicians available at our USCC locations, we are committed to providing exceptional service and support to all Sourcewell participating entities. In regions where certified technicians are not readily available, we have established partnerships with trusted service providers to ensure that Sourcewell participating entities receive timely and efficient warranty repairs. These partnerships allow us to extend our reach and maintain our high standards of service quality, ensuring that all customers receive the support they need, regardless of their geographic location. Since we would not have any primary customers in Canada, we would not have service techs available for them. We would rely on technical support via our 1-800#.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We adhere to the manufacturer warranty process for items made by manufacturers that are part of our proposal. This ensures that our customers receive consistent and reliable warranty service for all components of our offerings. We prioritize transparency and efficiency in handling warranty claims, working closely with the original equipment manufacturers to provide seamless support and resolution for our customers' needs.	*
51	What are your proposed exchange and return programs and policies?	Our device exchange and return program policy exemplifies our commitment to customer satisfaction. With our 15-day excellence guarantee, customers can feel confident in their purchase, knowing that they have the flexibility to exchange or return a device within a specified timeframe if they are not completely satisfied. This policy reflects our dedication to providing a seamless and hassle-free experience for our customers, ensuring that they have the peace of mind they deserve when choosing USCC.	*
52	Describe any service contract options for the items included in your proposal.	At USCC, we are committed to offering a suite of service contract options designed to cater to the unique needs of Sourcewell members. Our flagship 24-month service contract provides an optimal blend of stability and flexibility, enabling members to select a term that best matches their operational needs and financial plans. Recognizing the diverse requirements of our clientele, we additionally provide the option for no-contract agreements. This choice is ideal for members who prefer not to commit to a fixed term, offering them the liberty to pay the full MSRP upfront or to utilize their own devices, thereby ensuring maximum autonomy and flexibility in their service selection. Particularly for our Internet of Things (IoT) clientele, whose financial and operational needs vary, we offer bespoke package solutions characterized by adaptable pricing models, including both CapEx and OpEx options. This flexibility allows businesses to align their telecommunications strategy with their broader financial objectives, whether they are focused on immediate cost savings or long-term investments. Through this comprehensive array of service contracts and pricing strategies, we aim to empower Sourcewell members to tailor their telecommunications solutions in a way that best supports their operational efficiency, budgetary requirements, and strategic goals, ensuring a partnership that values choice, flexibility, and fiscal prudence. For either option, we have our Master Service Agreement (MSA) or Service Order Form (SOF) to ensure that all parties are aware of the terms and conditions with each purchase. In addition to these two documents, some third-party purchases will have another Service Order Form for purchases that are made outside of USCC but handled by our account team, for example a refurbished device from one of our partners.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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53	Describe any performance standards or guarantees that apply to your services	<p>Network Database Maintenance and Redundancy.</p> <p>Our network is designed and deployed with redundancy and high availability in mind. The LTE and 5G cores are deployed with a minimum of N+1 local and geographic redundancy up to N+4 redundancy for critical nodes.</p> <p>Network Reliability USCC does not make a practice of blocking any valid customer calls. USCC strives to provide the best possible service to our customers at all times. Network events and outages do occur and USCC elevates customer impacting outages to the highest priority. Network events have a wide range of flavors, examples include RAN related events due to fiber cuts and hardware failures. In all events, USCC's top priority is to restore the customer and service impact within our industry comparable targeted SLA timeframes. USCC applies enterprise level service and system monitoring. This includes KPI level monitoring of all core services across our network. USCC also ensures capacity needs are adequate to maintain service levels.</p> <p>Disaster Recovery Routing In some cases, rerouting of TF traffic would occur when USCC becomes aware or an issue or customers may request call forwarding of an existing MDN to a different phone number in the event of a disaster or other type of emergency event. Additional charges may be incurred on a PAYGO plan or any other plan that does not include unlimited voice/calling.</p> <p>Disaster Recovery Capabilities Disaster recovery program: USCC has a National Network Operations Center monitoring network alarming on a 24/7 basis. We monitor the status of our network on a cell site level at all times, allowing us to understand the impact due to the outage from a single cell site to a large cluster of cell sites. Deployable assets: Each Operations team has a fleet of portable generators that are taken to a cell site without commercial power and will supply power until commercial power is restored. In the case where a Cell on Light Truck (COLT) may be required – the Engineering and Operations team takes a proactive approach on COLT deployment, and it is based on potential duration of the outage and surrounding cell site coverage. Ability to deploy a COLT within a 12-hour window.</p> <p>Network Performance Statistics</p> <p>Availability of Network Performance Statistics is dependent upon the subscribed services. USCC utilizes multiple solutions to monitor all of supported services which allows us to accommodate myriad reporting requests and provide guidance on how to best use the statistics to achieve desired results. Measures are available for Individual Application Traffic Flows.</p> <p>Scalability/Expandability/Capacity</p> <p>USCC continuously monitors its' network elements to ensure they are not suffering from congestion issues. USCC performs monthly capacity analysis on all cell sites and core elements, and uses that data to project future capacity needs based upon both current performance and forecast traffic demand. USCC's capacity process is set up to ensure any congestion-related solutions are deployed 6-months prior to the expected capacity trigger-point.</p>
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Bandwidth and Service Level Agreements (SLAs)/Reliability/Redundancy:</p> <p>Redundancy: Our data centers are designed to anticipate and tolerate failure while maintaining service levels. In case of failure, automated processes move traffic away from the affected area. Core applications are deployed to an N+1 standard so that in the event of a data center failure, there is sufficient capacity to enable traffic to be load-balanced to the remaining sites.</p> <p>Reliability: UScellular Disaster Response Management Team (DRMT) supports customers before, during and after disaster events through our National Network Operations Center (NNOC). UScellular 24/7 network incident monitoring and troubleshooting triggers early warning, prestaging, command and control systems. When an issue is discovered, Service outage notifications are driven from our NOC; our NOC team sends email and text alerts directly to the internal field. During times of anticipated natural disasters, UScellular activates its vetted Disaster Recovery team to ensure increased customer-ready ground and virtual support. Additional actions are taken during heightened emergencies for supporting public safety business customers such as hospitals, public works, electric companies, etc., to safeguard the highest level of wireless service. Our Critical Connectivity includes WPS (wireless priority service) for voice, DPS (data priority service).</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	<p>We offer straightforward payment terms to ensure a seamless experience for our customers. Our payment terms are set at Net 30, providing our customers with a convenient timeframe to settle their invoices.</p> <p>In terms of accepted payment methods, we strive to accommodate various preferences to ensure ease and flexibility for our customers. We accept a range of payment methods, including credit cards, checks, and electronic funds transfers (EFT), making it convenient for our customers to complete their transactions securely and efficiently.</p>
56	Describe any leasing or financing options available for use by educational or governmental entities.	<p>We understand the importance of providing flexible financing options to meet the unique needs of educational and governmental entities. We offer subsidized equipment discounts on subsidy rate plans, allowing entities to access the latest devices at reduced costs.</p> <p>For those preferring non-subsidy rate plans, we provide an alternative option of device financing with convenient monthly installments. This financing option offers flexibility with terms of 24, 30 or 36 months, allowing entities to spread out their payments and manage their budgets effectively.</p> <p>Our financing options are designed to provide accessibility and affordability, ensuring that educational and governmental entities can access the technology they need to succeed while maintaining financial stability.</p>
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>We adhere to standard transaction documents to ensure clarity and transparency in our agreements with customers. Two key documents we propose for use in connection with an awarded contract include:</p> <p>Service Order Form (Business/Government Customer): This document serves as an agreement between the customer and USCC for the provision of services. It outlines the specific services to be provided and the associated terms and conditions. Standard terms and conditions apply unless a Custom Master Service Agreement (MSA) is executed to address specific requirements or provisions.</p> <p>Master Service Agreement/Custom MSA (Business/Government Customer): The Master Service Agreement (MSA) or Custom MSA contains the legal terms and conditions applicable to the Service Order Form and all purchases made under it. This document outlines the rights, responsibilities, and obligations of both parties in detail, ensuring a clear understanding of the contractual relationship. You can find a sample of each of these two transaction documents located in the Documents section of this RFP response.</p>
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	<p>Yes, USCC will accept the P-card procurement and payment process, ensuring convenience and flexibility for Sourcwell participating entities. Importantly, there are no additional fees associated with using a card, providing a seamless and cost-effective payment experience for our customers.</p>

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
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59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing model is designed to provide flexibility and value to our customers. We offer discounting at the line level (subscriber level) for select rate plans, ensuring that customers receive competitive pricing tailored to their specific needs. Our detailed pricing data, including standard or list pricing and the Sourcewell discounted price, is provided in the attached pricing submission. This submission outlines the discount amount and the price net of the discount for each item included in our proposal. By leveraging our line-item discounts and transparent pricing structure, Sourcewell participating entities can confidently evaluate the value proposition of our offerings and make informed decisions that align with their budgetary requirements and objectives.	*
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.	USCC's pricing proposal represents significant discounts aimed at providing exceptional value to Sourcewell participating entities. For eligible rate plans and accessories, we offer a percentage discount applied to Monthly Recurring Charges (MRC), ranging from 10% to 50%. Additionally, for eligible equipment, our discounts are reflected in subsidy amounts ranging from \$300 to \$600, applied to the Manufacturer's Suggested Retail Price (MSRP). These discounts underscore our commitment to offering competitive pricing while ensuring access to high-quality products and services tailored to meet the diverse needs of our customers. Our transparent and structured pricing approach enables Sourcewell entities to make informed decisions and maximize the benefits of their procurement investments.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	USCC's pricing proposal represents significant discounts aimed at providing exceptional value to Sourcewell participating entities. (As stated in Question #60) For eligible rate plans and accessories, we offer a percentage discount applied to Monthly Recurring Charges (MRC), ranging from 10% to 50%. Additionally, for eligible equipment, our discounts are reflected in subsidy amounts ranging from \$300 to \$600, applied to the Manufacturer's Suggested Retail Price (MSRP). Following the verification of sales transactions, our system calculates the administrative fee, set at 1% admin fee of all monthly reoccurring voice and data service charges. This calculation is then reviewed by our contract administration team, which is responsible for the extraction and remittance of the administrative fee to Sourcewell. (The process is described further in Question #68)	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Our approach to facilitating 'sourced' products or related services, often referred to as 'open market' items or 'nonstandard options,' involves a meticulous process aimed at ensuring quality and compliance. When sourcing new products or solutions, we engage with a wide network of certified authorized representatives (AR) who adhere to our rigorous standards. These ARs collaborate closely with our product and partner management team, network engineering, wireless solution architects, procurement, and legal teams to ensure that all products and services meet our stringent requirements. This collaborative approach guarantees that the sourced items align with our standards for certification and compliance. The cost of these items may vary based on specific requests, but we are committed to providing upfront quotes for transparency and clarity. This allows Sourcewell members to assess the value and make informed decisions in line with their procurement needs and budgetary considerations.	*

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.	<p>We believe in providing transparent and thorough pricing that covers all costs associated with serving Sourcewell members. Our submitted pricing includes all relevant expenses, ensuring clarity and predictability for our customers.</p> <p>Included in our pricing are costs related to training and implementation, where applicable. We prioritize ensuring that our customers have access to the necessary resources and support to maximize the value of their investment.</p> <p>Importantly, we adhere to our quoted prices without imposing any additional charges outside of the agreed-upon terms. Our commitment to transparency and integrity means that Sourcewell members can trust in the accuracy and fairness of our pricing, without any surprises or hidden fees. Our Sales Order Form (SOF) and Master Service Agreement (MSA) would also spell out all additional fees associated with the purchase.</p>	*
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.	For USCC customers shipping rates are as follows: Standard rates: Ground is Free, 2 Day is \$4.99, Overnight is \$14.99 and Saturday is \$19.99 per order. Prices may vary by size and weight.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>We primarily utilize ground delivery services, typically ensuring two-day delivery to these destinations. We understand that expedited delivery may be necessary in certain circumstances. Therefore, overnight delivery options are available upon request and subject to availability.</p> <p>To facilitate these deliveries, USCC partners with United Parcel Service (UPS), a trusted and reliable shipping provider known for its global reach and efficiency.</p>	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have multiple National Distribution Centers that are positioned to facilitate expedited delivery and ensure redundancy in our operations. By leveraging this network, we can effectively manage inventory and streamline the delivery process, ultimately providing Sourcewell participating entities with faster and more reliable service.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The service plan pricing offered to Sourcewell members includes very competitive BYOD plan options. In addition, the equipment pricing offered to Sourcewell members is generally better than what USCC offers via GPOs or other state purchasing agreements.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>To ensure compliance with our contract with Sourcewell, our organization employs a self-audit process anchored by our advanced Customer Relationship Management (CRM) system. This system is meticulously configured to accurately identify and track customers benefiting from the Sourcewell agreement, thereby ensuring all applicable revenue is captured in alignment with the contract stipulations.</p> <p>Upon the completion of each sales cycle, our financial analysts conduct a thorough review of the transactions recorded in the CRM to validate the integrity and accuracy of the sales data corresponding to the Sourcewell agreement. This validation process is critical for ensuring that all participating entities of Sourcewell are afforded the correct pricing as per the agreement.</p> <p>Following the verification of sales transactions, our system calculates the administrative fee, set at 1% admin fee of all monthly reoccurring voice and data service charges. This calculation is then reviewed by our contract administration team, which is responsible for the extraction and remittance of the administrative fee to Sourcewell.</p> <p>Our process is indicative of our strong capability and commitment to adhere to the terms of the contract with Sourcewell, demonstrating our dedication to ensuring mutual success and compliance throughout the duration of our partnership.</p>
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>USCC will leverage a robust metrics tracking system to evaluate our performance under the Sourcewell contract. This system includes detailed analyses of core product lines such as handsets, connected devices, and IoT solutions on a weekly, monthly, and quarterly basis. Year-over-year sales figures analysis will help us track progress and identify growth opportunities. Additionally, we'll closely monitor customer satisfaction and retention rates as pivotal indicators of service quality and customer loyalty. These metrics, coupled with revenue growth tracking, are crucial for optimizing the value delivered to Sourcewell members, ensuring we meet and exceed the contract's objectives.</p>
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>USCC firmly believes in the principles of simplicity and consistency as cornerstones of a successful partnership. With an optimistic outlook towards a prosperous relationship with Sourcewell and its members, we are committed to contributing to the collective success of all parties involved. In alignment with this commitment, USCC is pleased to propose a straightforward administrative fee structure: a 1% fee applied to all monthly recurring charges for voice and data services. This fee arrangement is designed to facilitate and support the seamless administration, management, and promotion of the Sourcewell Contract, without adding any direct cost to Sourcewell members. We look forward to the opportunity to contribute to the mutual growth and success that this agreement promises.</p>

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

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>USCC is pleased to provide Sourcewell members with a broad and comprehensive set of equipment, products, solutions and services. USCC offers a numerous product covering:</p> <ul style="list-style-type: none"> • Wireless Data Services • Devices • Accessories • Packaged Solutions <ul style="list-style-type: none"> o IOT and Non-IOT Packaged Solutions o Solutions that may include data rate plan, application and devices o These solutions cover many sub-categories of solutions. • Additional Services <p>Wireless Services include Handset data, voice and messaging rate plans, connected device data rate plans, IOT data rate plans, pooled data rate plans, and Pay as You Go Plans.</p> <p>Devices include Smartphone Handsets, Feature Phones, Tablets, and other data only devices such as routers, hot spots and iot devices.</p> <p>Accessories including cases, chargers, screen protectors, wearables and speakers.</p> <p>Additional Services including Mobile Device Enrollment and Device Repair Programs</p> <p>IOT Packaged Solutions consisting of Fleet Management, Asset Management, Video Telematics, Tank Level Monitoring, and ALPR Camera solutions as described in (Question #71) IoT Description of Services attachment.</p>
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>USCC provides a wide range of Wireless and Turnkey Application solutions. The following sub categories best describe the USCelluar products.</p> <p>Sub Categories:</p> <ul style="list-style-type: none"> • WIRELESS VOICE/MESSAGING/DATA • WIRELESS DATA • WIRELESS IOT DATA • FLEET MANAGEMENT • ASSET MANAGEMENT • TANK LEVEL MONITORING • VIDEO TELEMATICS • ALPR CAMERAS • PUSH TO TALK & LMR INTEROPERABILITY • MOBILE FORMS • MOBILE DEVICE MANAGEMENT • CONTENT FILTERING • SECURITY • PRIORITY SERVICES • FIXED WIRELESS DATA • POTS REPLACEMENT • MOBILE ENROLLMENT AND DEVICE PROTECTION • IN-BUILDING

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

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

Line Item	Category or Type	Offered *	Comments
73	Wireless services for voice, data, and messaging: rate plans for unlimited, limited, and pooled data, priority and preemption, interoperability, security, and distributed Antenna Systems (DAS)	<input checked="" type="radio"/> Yes <input type="radio"/> No	USCC includes Wireless services for voice, data and messaging and our included in the proposal. These include rate plans, priority and preemption, interoperability, security and DAS (and additional In-Building solutions.) in our proposal.
74	Applications, Internet of Things (IoT) and other turnkey solutions, including: location based services, push-to-talk, cloud services, data storage, mobile device deployment, management, and lifecycle services, and connectivity solutions (VoIP, VPN, APN)	<input checked="" type="radio"/> Yes <input type="radio"/> No	USCC has included turnkey IOT and Non-IOT Packaged Application solutions in our proposal.
75	Devices including smartphones, cell phones, WiFi devices, tablets, and other cellular connected devices, complementary to the offering of 73-74 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	USCC has included a variety of devices in our proposal.
76	Accessories including, but not limited to, chargers, cases, screen protectors, Bluetooth headsets, headphones, speakers, etc., complementary to the offering of 73-74 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	USCC has included a variety of accessories in our proposal.
77	Services such as warranty programs, repairs, replacements, recycling programs, buyback programs, etc. that are complementary to the offering of 73-74 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	USCellular has included additional Services in our proposal.

Table 15: Industry Specific Questions

Line Item	Question	Response *
78	Describe your wireless network including capabilities and speeds, 4G/5G LTE technology, uptime/network availability, dropped call percentage and outages, security/encryption, geographic coverage area, and any advanced or additional network services.	<p>USCC's wireless network, featuring advanced 4G and 5G LTE technology, is designed to deliver competitive speeds and capabilities, with a focus on optimal performance that meets or exceeds industry and 3GPP standards. Our infrastructure is built on a hierarchical failover model, incorporating Local Control Centers (LCCs), Regional Control Centers (RCCs), and National Data Centers (NDCs) to ensure maximum uptime and service availability through robust failover mechanisms. This structure provides a resilient network infrastructure capable of seamless failover to maintain service continuity and best in class performance and availability.</p> <p>UScellular offers a spectrum of technologies including priority and preemption (QPP), VoLTE, and is pioneering in deploying 5G standalone (SA) cores for enabling ultra-low latency and SaaS use cases. Our approach to security, centered around a Defense-in-Depth strategy and adherence to the NIST CSF Framework, ensures comprehensive protection across our network. We conduct regular vulnerability scans, penetration testing, and our systems comply with 3GPP Standards and annual NIST assessments, with billing systems that are PCI compliant.</p> <p>Further expanding on our technologies, we specialize in delivering advanced solutions for establishing Private LTE networks across multiple geographically dispersed sites, catering to the unique needs of expansive networks, i.e. localization and low latency across industries such as utilities, manufacturing, distribution, healthcare, etc. Our offerings range from providing an LTE core in a box solution, designed for widespread, reliable connectivity and easy deployment, to supporting your own LTE core and RAN deployment through our Model C architecture.</p> <p>Additionally, our Private Tunneled Service utilizes a dedicated core for utility and enterprise customers, segregating traffic from standard consumers and ensuring secure routing through IPsec and GRE tunnels. This is further complemented by a selection of UE devices supporting application layer encryption.</p> <p>Beyond technical solutions, UScellular offers a comprehensive suite of professional services to cover all aspects of the private LTE lifecycle, from design and deployment to operational management. Our team is committed to ensuring that your private LTE network achieves optimal performance and longevity, with tailored network design, strategic planning, and implementation support tailored to your specific operational requirements.</p>

79	For services made available in Canada, describe your plan offerings and identify applicable roaming charges, if any.	Currently, USCC does not offer specific plan packages for users based in Canada. However, for USCC customers traveling or requiring service within Canada, roaming services are available. It is essential to note that voice and data roaming charges may be applicable for use within Canada. These charges are determined based on the customer's existing plan with USCC. However, our unlimited plans have voice and data roaming included at no additional charge. We encourage our customers to review their plan's details or reach out to our customer support team for information regarding applicable roaming charges while in Canada. This proactive approach ensures our customers can manage their service use with full awareness of potential costs, maintaining our commitment to transparency and customer satisfaction.
80	Describe your policies and processes related to: upgrades; BYOD; number porting; early termination fees; and line minimums.	<p>Upgrades and BYOD- Equipment: USCC will sell equipment to you at the prices set forth in the applicable Service Order for each new line of service activated by you, and each Eligible Upgrade. All Equipment is provided on an "as is" basis, except that USCC passes through to you any warranties available from its suppliers, to the extent that USCC is permitted to do so under its contracts with those suppliers. Equipment purchased for use with the service may be subject to additional terms and conditions as applicable. You may only utilize equipment sold by or otherwise provided by USCC, or in the case of equipment that is obtained directly by you from a third party, only third-party equipment that is approved in writing by USCC for purposes of confirming whether such equipment will work on USCC networks. If you attempt to use equipment which is not approved in writing by USCC, you are responsible for determining whether such device works on the USCC network by visiting https://www.usccellular.com/phones/bring-your-own-device. USCC is not responsible for any equipment which you provide. USCC reserves the right to revoke any previous approval for third-party equipment and to refuse to provide Service(s) for any customer-provided equipment at any time and for any reason in its sole discretion. Except for Eligible Upgrades and new activations, all other purchases or upgrades of wireless handset Equipment shall be at full retail price unless otherwise agreed to by the parties in a Service Order.</p> <p>Only subsidized Equipment or Equipment purchased without installment payments may be ordered and purchased under the Service Order. Purchased equipment under an installment plan will require a Retail Installment Contract (RIC) to be signed.</p> <p>Changing Service Plans: Upon request but sometimes subject to applicable ETFs, the Service plan for any existing Equipment may be modified provided that such Equipment is compatible with the chosen Service plan.</p> <p>Number Porting/Rates and Charges: You shall pay for Service and Equipment at the rates set forth in the applicable Service Order and all applicable additional charges. Pricing in any Service Order is exclusive of any applicable taxes, fees and other required charges which will be added to your bill which are in addition to any Service and/or Equipment rates stated in any Service Order. Additional fees charges which USCC will bill you include, without limitation, regulatory cost recovery charges (e.g., Universal Service Fund, Enhanced 911, and Wireless Number Portability), surcharges, taxes, and any other services you request and/or agree to be included on your bill. You acknowledge that such additional fees and charges are subject to change without prior notice. USCC will measure and bill voice Service usage in one-minute increments, and each partial minute of usage will be rounded up and billed as a full minute. USCC may bill you for calls that are not completed but ring longer than 59 seconds. For completed calls, you will be billed from the time you push the "send" button until the call is terminated.</p> <p>Early Termination Fees Service Commitment ETF If your rate plan has a Service Commitment, then you are responsible for Service Commitment ETFs as described in this Section 9 and the MSA. If you terminate a Service on or after the Service activation date but prior to the expiration of the Service Commitment, the ETF shall be 50% of the MRC for the terminated line of Service multiplied by the number of months remaining in the SC, unless otherwise stated in any applicable Service Order; any remaining partial months will not be prorated for purposes of calculating the SC ETF, and you will be responsible for all fees and charges through the end of your billing cycle for that month. In addition to any applicable SC ETFs, you will be responsible for any Equipment Commitment ETFs, if applicable, as further described in Section 10 of this MSA. A Service Order may state additional requirements for ETF's associated with any Service.</p> <p>Subsidized Equipment Commitment ETF Service activated on Subsidized Equipment is subject to EC ETFs which are in addition to any applicable SC ETF. The ETF for subsidized equipment is \$150.00 per line for basic phones, modems, hotspot devices and \$350.00 per line for smartphones, tablets, and Equipment utilized on Business Solutions Services lines and is applied, by way of example, as follows: if the ETF is based on a 24 month Equipment Commitment, the ETF of \$350.00 for a 24 month term will be reduced by \$8.33 for each of months 1 - 23, \$8.41 for month 23, and further reduced to \$0 after the last day of month 24 (\$150.00 remaining ETF applies during month 24); an ETF of \$150.00 for a 24 month term will be reduced by \$3.13 for each of months</p>

1 - 23 and further reduced to \$0 at the conclusion of month 24 (\$75.00 remaining ETF applies during month 24). The ETF will be prorated over the ESC period starting from the date of initial activation of the Equipment any partial month will be treated as a full month for purposes of calculating the ETF. A Service Order may state additional requirements for ETF's associated with subsidized Equipment.

TERM AND TERMINATION

Term and Renewals. Any term under a Service Order shall commence upon activation of Service, and any Service Commitment shall be the "Initial Term" associated with the line of Service activated under the applicable Service Commitment. If there is no Service Commitment, then the Initial Term shall be defined as a one-month term. Unless terminated earlier per the terms of this MSA, or expires per the term of the Service Commitment, any Service provided pursuant to this MSA and an applicable Service Order shall renew for successive thirty-day terms (each a "Renewal Term") unless either party notifies the other party in writing of its intent not to renew the Service(s) under the applicable Service Order, and such notice is provided at least thirty days prior to the Initial Term or the then-current Renewal Term, as the case may be. Any month-to-month Renewal Term shall at the rates set forth in the Service Order associated with such line of Service, unless otherwise agreed to by the parties in writing. The Initial Term and any subsequent Renewal Terms are collectively referred to as a "Term."

Termination for Default. In addition to any other termination rights under this MSA, either party (the "Non-defaulting Party") may terminate this MSA if the other party (the "Defaulting Party"): (i) is or becomes insolvent; (ii) makes an assignment for the benefit of creditors, or a receiver is appointed to take charge of all or any part of the Defaulting Party's assets or business; (iii) is the subject of a bankruptcy, whether voluntary or involuntary; or (iv) materially breaches any of its obligations under this MSA, and such breach is not cured within ten days after the Non-defaulting Party notifies the Defaulting Party in writing of such breach. Either Party may terminate any applicable Service Order pursuant to Section 10(b)(iv) without terminating the MSA. If USCC terminates pursuant to this Section 10(b), you will still be responsible for any and all ETFs. In addition, USCC will be entitled to seek any other remedies that may be available to it at law or in equity.

Early Termination by you. In addition to Section 11(b), you may also terminate the MSA or any Service Order (or portion thereof) for non-default and for convenience, at any time, subject to any applicable ETFs. If this MSA or any Service Order (or portion thereof) is terminated by you pursuant to this Section 11(c), you will be assessed all ETFs as applicable under any Service Order and the terms of this MSA. Your request to port any number will be considered notice to USCC to terminate Service immediately and all ETFs will apply.

Early Termination by USCC. In addition to Section 11(b), USCC may also terminate this MSA or any applicable Service Order (or portion thereof) for non-default and for convenience at any time (with or without notice as may be required). USCC shall not be in default of this MSA if it is unable to provide Service or if it ceases to provide Service in any applicable Home Market. If USCC terminates the MSA or any applicable Service Order (or portion thereof) pursuant to this Section 11(d), you will not be assessed any applicable ETFs. Notwithstanding Section 11(e), if USCC terminates pursuant to this Section 11(d), monthly recurring charges for Services shall be prorated to coincide with the termination date and depending on the type of Service and usage incurred during the month of termination, such a proration may result in you incurring overage charges.

Consequence of Termination. Upon termination of the MSA or any Service Order (or portion thereof), your Services will be discontinued. You will be billed and you will be responsible for all applicable ETFs. Furthermore, in addition to any applicable ETFs, you will be responsible for the re-payment of any promotional credits, if any, and any other applicable cancellation, or termination charges as may be specified in any Related Document. Termination of Service by you or USCC may occur at any point during the month, but you will remain responsible for all fees and charge through the end of your billing cycle for that month and there will be no proration for purposes of calculating any ETF. In addition to any applicable rights and remedies under law or equity, upon termination or expiration of this MSA or any applicable Service Order (or portion thereof): (i) USCC has the right to recover any amounts due to USCC, including any ETF; (ii) you shall pay all amounts due hereunder to USCC; (iii) you shall return any Equipment that requires returning, and (iv) USCC shall cease to provide Service hereunder.

Upon expiration or termination of a Service Orders and/or the MSA, as the case may be, all terms under the applicable document shall terminate except for those provisions that are by their nature intended to survive termination. A termination of all Service Orders will terminate the MSA.

Line Minimums (This Is Not Always Required)

VOLUME AND/OR REVENUE COMMITMENT OBLIGATIONS

A "Volume Commitment" or "Revenue Commitment" is any volume or revenue commitments set forth in any Service Order. If a Volume Commitment or Revenue Commitment applies, you are responsible for the value of such Volume Commitment and/or Revenue Commitment as applicable under the Service Order. If you fail to meet any such commitment, you will be billed for the full value of such committee, and you shall pay for the value of any unfulfilled commitment unless otherwise stated

In any Service Order or agreed to by the parties in writing.		
81	State the available priority and preemption capabilities for public safety use of the network, if any.	USCC provides a comprehensive priority and preemption service, known as QPP (Quality, Priority, and Preemption), specifically designed for public safety use of our network. This service operates on a dedicated core, ensuring that public safety communications are given the highest priority, segregation, and can preempt other network traffic in times of congestion. This architecture provides end-to-end priority and preemption services, ensuring that critical communications are maintained without interruption. Additionally, our Private Tunneled Service can be integrated with the OPP offering, providing a secure, private, and robust deployment solution tailored to meet the specific needs of your organization, further enhancing the reliability and security of critical communications.
82	Describe any incentive or perk programs that you propose for government and/or nonprofit Sourcewell members.	USCC offers a Partner Employee discount (PED) program where you can get a discount on your monthly UScellular® wireless plan, just for being employed at an employee partner. Enter information to verify your eligibility. If eligible, the discount will be reflected on your billing statement within one to two billing cycles. Standard discount is \$5/month off the Even Better plan. Other discount amounts and requirements may vary.
83	Describe how proposed discounts on plans and equipment or accessories vary for corporate/organizational accounts, individual accounts, and additional user types. If a relationship between an individual account and organizational/corporate account are required, identify the required relationship. Upload supporting documents (as applicable) in the document upload section of your response.	Pricing and applicable discounts are available to all subscribers purchasing off Sourcewell contract, irrespective of organizational or account affiliation.

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 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.
- Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 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](#) - USCG Price.zip - Thursday March 14, 2024 16:34:40
 - [FinancialStrength and Stability](#) - USCG Financial Strength.zip - Tuesday March 12, 2024 14:40:26
 - [Marketing Plan/Samples](#) - USCC_Sourcewell partnership-Promotional material.docx - Thursday March 14, 2024 14:45:31
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - USCC_OEM Warranty Information.docx -Wednesday March 13, 2024 14:45:47
 - [Requested Exceptions](#) - USCC_Sourcewell_Contract Template_Redline.docx - Sunday March 10, 2024 09:21:18
 - [Standard Transaction Document Samples](#) - USCG Transaction Samples.zip - Thursday March 14, 2024 10:33:35
 - [Upload Additional Document](#) - USCG Additional Files.zip - Thursday March 14, 2024 09:32:07

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Steven J Bergquist, Senior Manager Sales Enablement , USCC Services LLC

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Wireless_Voice_and_Data_RFP_031924 Tue March 5 2024 04:13 PM	<input checked="" type="checkbox"/>	2
Addendum_6_Wireless_Voice_and_Data_RFP_031924 Mon February 19 2024 02:13 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Wireless_Voice_and_Data_RFP_031924 Fri February 2 2024 03:15 PM	<input checked="" type="checkbox"/>	2
Addendum_4_Wireless_Voice_and_Data_RFP_031924 Thu February 1 2024 10:16 AM	<input checked="" type="checkbox"/>	2
Addendum_3_Wireless_Voice_and_Data_RFP_031924 Thu January 25 2024 03:45 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Wireless_Voice_and_Data_RFP_031924 Fri January 19 2024 12:56 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Wireless_Voice_and_Data_RFP_031924 Thu January 18 2024 03:41 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO BOTH
SOURCEWELL CONTRACT #031924-SPT
AND
SOURCEWELL CONTRACT #031924-USC**

THIS AMENDMENT, effective upon the date of the last signature below (“Amendment Effective Date”), is by and between **Sourcewell** and **T-Mobile USA, Inc.** (“T-Mobile”).

- A. Sourcewell entered into the Sourcewell Contract #031924-SPT with T-Mobile, pursuant to Solicitation Number #031924, with an effective date of June 4, 2024;
- B. Sourcewell entered into a contract with USCC Services, LLC, (“USCC”), pursuant to Solicitation Number #031924, with an effective date of May 8, 2024 (“Sourcewell Contract #031924-USC”);
- C. Effective August 1, 2025, T-Mobile US, Inc., completed its acquisition of USCC’s wireless operations. T-Mobile and USCC will continue to perform their respective obligations relating to the Sourcewell Contract #031924-SPT and the Sourcewell Contract #031924-USC;
- D. The Sourcewell Contract #031924-SPT and the Sourcewell Contract #031924-USC will continue in accordance with their respective terms and conditions; and
- E. The goal for T-Mobile, USCC, and Sourcewell is to: (i) bring the Sourcewell Contract #031924-USC Purchasing Entities (the “Sourcewell Contract #031924-USC Purchasing Entities”) under the Sourcewell Contract #031924-SPT; and (ii) honoring the USCC Products and Services listed in the Sourcewell Contract #031924-USC for the benefit of the existing Sourcewell Contract #031924-USC Purchasing Entities.

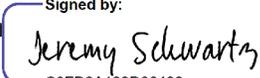
NOW, THEREFORE, the parties amend Sourcewell Contract #031924-USC as follows:

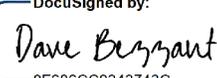
- 1. T-Mobile will coordinate with the Sourcewell Contract #031924-USC Purchasing Entities under the Sourcewell Contract #031924-USC to migrate accounts to the corresponding Sourcewell Contract #031924-SPT. The preferred migration methods will be through either the execution of an amendment with, or an opt in/opt out type notification to, each of the Sourcewell Contract #031924-USC Purchasing Entities to associate each with the Sourcewell Contract #031924-SPT as the governing agreement. Sourcewell Contract #031924-USC will remain in full force and effect until such time as all Sourcewell Contract #031924-USC Purchasing Entities under the Sourcewell Contract #031924-USC migrate to the Sourcewell Contract #031924-SPT.
- 2. All existing wireless Products and Services from the Sourcewell Contract #031924-USC are incorporated by reference into this Sourcewell Contract #031924-SPT for the sole purpose of allowing the continued use by the Sourcewell Contract #031924-USC Purchasing Entities; provided, however, no new Products or Services will be activated under Sourcewell Contract #031924-USC.
- 3. Until such time as the Sourcewell Contract #031924-USC Purchasing Entities migrate to the T-Mobile Network, USCC will continue to provide and offer existing USCC Products and Services to

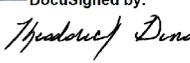
existing Sourcewell Contract #031924-USC Purchasing Entities on the USCC Networks and via separate USCC invoices in accordance with the incorporated pricing, terms and conditions of the Sourcewell Contract #031924-USC. Such pricing, terms and conditions include but are not limited to, the applicable sections for Billing, Payment, Administrative Fees, Detailed Usage Reports in their entirety from the Sourcewell Contract #031924-USC.

4. Pricing from the Sourcewell Contract #031924-USC will be honored by T-Mobile but will continue to be governed by the Sourcewell Contract #031924-USC for existing Purchasing Entities using the existing USCC Products and Services.
5. It is further agreed that as of the Amendment Effective Date, and until such time as the as the Sourcewell Contract #031924-USC Purchasing Entities migrate to the T-Mobile Network, only existing Sourcewell Contract #031924-USC Purchasing Entities are permitted to continue to purchase and use the USCC Products and Services an Sourcewell will no longer market Sourcewell Contract #031924-USC. Except as provided in the preceding sentence, all existing and new Purchasing Entities under the Sourcewell Contract #031924-SPT, and all Orders under new accounts will be limited to purchasing T-Mobile Products, Services and solutions. Sourcewell Contract #031924-USC Purchasing Entities will be permitted to purchase T-Mobile wireless Products and Services under the Sourcewell Contract #031924-SPT on separate T-Mobile account(s).
6. To facilitate contract administration, the parties agree that T-Mobile will sign on behalf of USCC.

Except as amended, Sourcewell Contracts #031924-USC and #031924-SPT remain in full force and effect.

Sou ^{Signed by:}

C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Chief Operating & Procurement Officer
 Date: 2/18/2026 | 9:09 AM CST

T-N ^{DocuSigned by:}

8F686CC9343743C...
 By: _____
 David Bezzant
 VP, T-Mobile Government
 Date: 2/18/2026 | 7:08 AM PST

^{DocuSigned by:}

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 Theodorick Dino
 T-Mobile USA, Inc. Legal Dept.