

MA 18P 24080900000000000018
NEW

State of Maine



Master Agreement

Effective Date: 01/01/25

Expiration Date: 05/08/28

Master Agreement Description: Cell Phones, Wireless Voice and Data Services, Equipment

Buyer Information

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

Issuer Information

Dawnna Pease 207-592-3193 ext. dawnna.pease@maine.gov

Requestor Information

Dawnna Pease 207-592-3193 ext. dawnna.pease@maine.gov

Agreement Reporting Categories

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000093701

Vendor Name

USCC Services, LLC, for itself and as agent for and on behalf of its Affiliates (USCC Services and such Affiliates, individually and collectively, "USCC" or "Customer")

Alias/DBA

UScellular

Vendor Address Information

8410 W BRYN MAWR AVE

CHICAGO, IL 60631

US

Vendor Contact Information



IT MASTER AGREEMENT

ADVANTAGE CONTRACT #:		ITP#: 243935	
COMMODITY/SERVICE DESCRIPTION: Cell phones, wireless voice and data services, equipment, and solutions from U.S. Cellular.			
START DATE: 1/1/2025		END DATE: 5/8/2028	

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT			
DEPARTMENT NAME: Office of State Procurement Services			
ADDRESS: 111 Sewall Street, 9 SHS			
CITY: Augusta	STATE: ME	ZIP CODE: 04333	
PROVIDER			
PROVIDER NAME: USCC Services LLC			
ADDRESS: 8410 W Bryn Mawr Ave			
CITY: Chicago	STATE: IL	ZIP CODE: 60631	
PROVIDER'S VENDOR CUSTOMER #: VC1000093701			

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:
DocuSigned by:

 BY: **Dawnna Pease, Director,**
Computing Infrastructure & Services
 Date 12/26/2024

Provider Representative:
Signed by:

 BY: **Laurent C. Therival, CEO**
 Date 12/23/2024

DAFS – Office of Information Technology:
DocuSigned by:

 BY: **Nicholas Marquis, CIO**
 Date 12/27/2024

DAFS – Office of State Procurement Services:
DocuSigned by:

 BY: **David Morris, CPO**
 Date 12/27/2024

The contract is fully executed when all parties sign and funds have been encumbered.

10/18/10 2:40:09 PM

Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract

DEPARTMENT AND PROVIDER POINT OF CONTACT

AGREEMENT ADMINISTRATOR: The following person is designated as the Agreement Administrator on behalf of the Department for this Contract.

NAME: Dawnna Pease, Director, Computing Infrastructure & Services	
EMAIL: dawnna.pease@maine.gov	TELEPHONE: 207-592-3193

PROCUREMENT SERVICE MA MANAGER: The Procurement Services MA Manager manages the MA contract documents. All other communication is to be with the agency the services were provided to.

NAME: Justin Franzose, Procurement Analyst II	
EMAIL: justin.franzose@maine.gov	TELEPHONE: 207-624-7337

VENDOR CONTACT: The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:

NAME: Jada Cameron, Operations Manager		
EMAIL: jada.cameron@uscellular.com	TELEPHONE: 865-591-4592	
ADDRESS: 8410 Bryn Mawr Ave.		
CITY: Chicago	STATE: IL	ZIP CODE: 60631-3486

Any changes to the individuals identified above may be changed at any time through written notice by either party.

TABLE OF RIDERS

The following riders are hereby incorporated into this Contract and made part of it by reference.

<input checked="" type="checkbox"/>	RIDER A – Specifications of Work to be Performed
<input checked="" type="checkbox"/>	RIDER B-IT – Payment and Other Provisions
<input checked="" type="checkbox"/>	RIDER C – Exceptions to Rider B-IT
<input checked="" type="checkbox"/>	RIDER E – Master Agreement with State of Minnesota, Sourcewell Contract 031924-USC
<input checked="" type="checkbox"/>	RIDER G - Debarment, Performance, and Non-Collusion Certification
<input checked="" type="checkbox"/>	RIDER H - Identification of Country in Which Contracted Work will be Performed <i>(Include at Departments discretion – delete if not needed)</i>
<input checked="" type="checkbox"/>	ATTACHMENT A - Confidentiality and Non-Disclosure Agreement <i>(Included at MainIT's Discretion – delete if not needed)</i>
<input checked="" type="checkbox"/>	ATTACHMENT B – Link to Price Sheet

RIDER A: SPECIFICATIONS OF WORK TO BE PERFORMED

TABLE OF CONTENTS

- I. INTRODUCTION/OVERVIEW
- II. CONTRACT PERIOD
- III. AUTHORIZED USER
- IV. ORDERING PROCEDURE
- V. SPECIFICATIONS/SCOPE OF WORK
- VI. TECHNICAL REQUIREMENTS

I. INTRODUCTION/OVERVIEW:

The purpose of this master agreement is to order cell phones, wireless voice and data services, equipment, and solutions from U.S. Cellular.

II. CONTRACT PERIOD:

Start 1/1/2025 through 5/8/2028

Following the initial term of the contract, there will not be any renewals.

- Initial Term
- First Renewal
- Second Renewal

III. AUTHORIZED USER:

State of Maine Departments authorized to utilize this MA contract:

All State of Maine Departments, Agencies.

Municipalities, political subdivisions, and school districts in Maine:

- Are NOT permitted to utilize this MA.
- Are permitted to utilize this MA as written.
- Are permitted to utilize this MA with the following conditions:

IV. ORDERING PROCEDURES:

Delivery Orders (DO) will be created in AdvantageME for all orders from State Agencies. All DOs must include a quote for the commodities and/or services provided. For a quote that includes implementation services, a project specific Statement of Work may be required to be attached to the Delivery Order (delete if not applicable). DO's over \$5,000 will be emailed to the vendor's email address referenced on the MA as a .pdf file.

Public school systems and/or municipalities will handle their own orders and will be responsible for all payments.

V. SPECIFICATIONS/SCOPE OF WORK:

Sourcewell contract 031924-USC gives access to the following types of goods and services:

- Wireless voice and data services
- Internet and failover
- Smartphones and rugged devices
- Tablets
- Mobile hotspots
- Priority and preemption
- Text and enterprise messaging
- Internet of things (IoT)
- Fleet and asset management
- Push-to-talk
- Mobile security
- POTS line replacement

VI. TECHNICAL REQUIREMENTS:

- A. ACCESSIBILITY: All IT products must be accessible to persons with disabilities and must comply with State Accessibility Policy and Standards and the Americans with Disabilities Act. All IT applications must comply with the Digital Accessibility Policy (<https://www.maine.gov/oit/sites/maine.gov/oit/files/inline-files/DigitalAccessibilityPolicy.pdf>).
- B. STATE IT POLICIES: All IT products and services delivered as part of this Agreement must conform to the State IT Policies, Standards, and Procedures (<https://www.maine.gov/oit/policies-standards> effective at the time this Agreement is executed as applicable to Contractor, with the following exceptions:
1. Contractor will not permit the State to audit its proprietary wireless network but can agree to respond to standardized written questionnaires to ensure its cybersecurity policies are providing adequate protection to the State's personal data;
 2. Contractor will comply with the State's Configuration Management Policy, as applicable to Contractor. In the event of a conflict between the State's Configurations Management

Policy and Contractor's internal configuration management policies, Contractor will follow its internal configuration management policy; and

3. Contractor conducts its own pen tests and vulnerability scans but does not permit other parties to pen test its systems or conduct vulnerability scans. In the event of a confirmed breach that affects the State's data, Contractor will provide the following information to the State: (i) what State data was affected, (ii) cause of the breach, if known; (iii) steps taken to remediate the breach; (iv) mitigation efforts to minimize effects of the breach; and (v) other information reasonably requested by the State that does not reveal confidential or proprietary information. The State of Maine shall receive a full penetration test and full vulnerability scan results report annually. A SOC II Type II report with appropriate trust principles will be received annually per the contract. Absent the SOC II Type II, additional appropriate security assessments will be in System and Services Acquisition Policy and Procedures (SA-1).

RIDER B-IT: METHOD OF PAYMENT AND OTHER PROVISIONS

1. **BENEFITS AND DEDUCTIONS:** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
2. **INDEPENDENT CAPACITY:** In the performance of this Agreement, the Provider shall act in the capacity of an independent contractor and not as an employee or agent of the State.
3. **CHANGES IN THE WORK:** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to the execution of the changed work.
4. **SUBCONTRACTORS:** The Provider may not enter into any subcontract for the work to be performed under this Agreement without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Agreement. The approval of the Department for the Provider to subcontract for work under this Agreement shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions set forth in this Agreement. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in

litigation related in any way to this Agreement, or which may affect the performance of duties under this Agreement. The Provider shall indemnify and hold harmless the Department from and against any such claim, loss, damage, or liability as set forth in Section 16, State held Harmless.

5. **SUBLETTING, ASSIGNMENT OR TRANSFER:** The Provider shall not sublet, sell, transfer, assign, or otherwise dispose of this Agreement, or any portion thereof, or of its right, title, or interest therein, without the written approval of the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work under this Agreement.

6. **EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this Agreement, the Provider certifies as follows:

1. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a *bona fide* occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Provider shall, in all solicitations or advertising for employees placed by, or on behalf of, the Provider, relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
3. The Provider shall send to each labor union, or representative of the workers, with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section, and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.
4. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights, etc.) against itself by any individual, as well as any lawsuit regarding alleged discriminatory practice.
5. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment, and in the provision of service, to include accessibility and reasonable accommodations for employees and clients.

6. Contractors and Subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.
7. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
7. **EMPLOYMENT AND PERSONNEL:** The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any executive employee who participated in any way in the solicitation, award or administration of this Agreement according to [MRS Title 5 §18-A, 2](#) and in harmony with [MRS Title 17 §3104](#). Any contract made in violation of these sections is void.
8. **NO SOLICITATION:** The Provider certifies that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement, and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from, the award of this Agreement. For breach or violation of this provision, the Department shall have the right to terminate this Agreement without liability or, at its discretion, to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
9. **ACCOUNTING, RECORDS, AND AUDIT:**
 1. The Provider shall maintain all books, documents, payrolls, papers, accounting records, and other evidence pertaining to this Agreement, including interim reports and working papers, and make such materials available at its offices at all reasonable times during the period of this Agreement, and for a period of five (5) years following termination or expiration of the Agreement. If any litigation, claim or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims or audit findings involving the agreement have been resolved.
 2. Unless the Department specifies in writing a shorter period of time, the Provider agrees to preserve and make available all documents and records pertaining to this Agreement for a period of five (5) years from the date of termination of this Agreement.
 3. Records involving matters in litigation shall be kept for one year following the termination of litigation, including all appeals.
 4. Authorized Federal and State representatives shall have access to, and the right to examine, all pertinent documents and records during the five-year post-Agreement period. During the five-year post-Agreement period, delivery of, and access to, all pertinent documents and records will be at no cost to the Department.
 5. The Provider shall be liable for any State or Federal audit exceptions, if applicable, that arise out of any action, inaction, or negligence by the Provider. In the event of an audit exception for which the Provider is liable, the Provider shall have thirty (30) days to remedy

that exception. If the Provider fails to remedy that exception within this time period, the Provider shall immediately return to the Department all payments made under this Agreement which have been disallowed in the audit exception.

6. Authorized State and Federal representatives shall at all reasonable times have the right to enter the premises, or such other places, where duties under this Agreement are being performed, to inspect, monitor, or otherwise evaluate, the work being performed. All inspections and evaluations shall be performed in such a manner that will not compromise the work unreasonably.
7. **ACCESS TO PUBLIC RECORDS** - As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

10. TERMINATION: The performance of work under this Agreement may be terminated by the Department in whole or in part, whenever, for any reason the Agreement Administrator shall determine that such termination is in the best interests of the Department. Any such termination shall be effected by the delivery to the Provider of a Notice of Termination specifying the extent to which the performance of work under this Agreement is terminated, and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination and modified accordingly.

Upon receipt of the Notice of Termination, the Provider shall:

1. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination;
2. Take such action as may be necessary, or as the Agreement Administrator may direct, for the protection and preservation of the property, information, and data related to this Agreement, which is in the possession of the Provider, and in which the Department has, or may acquire, an interest;

3. Terminate all orders to the extent that they relate to the performance of the work terminated by the Notice of Termination;
4. Assign to the Department in the manner, and to the extent directed by the Agreement Administrator, all of the rights, titles, and interests of the Provider under the orders so terminated, in which case the Department shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders;
5. With the approval of the Agreement Administrator, settle all outstanding liabilities and claims, arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this Agreement;
6. Transfer title to the Department (to the extent that title has not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Agreement Administrator, equipment and products purchased pursuant to this Agreement, and all files, source code, data manuals, or other documentation, in any form, that relate to all the work completed, or in progress, prior to the Notice of Termination;
7. Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination; and
8. Proceed immediately with the performance of the preceding obligations, notwithstanding any delay in determining or adjusting the amount of any compensation under this section.

Notwithstanding the above, nothing herein shall limit the right of the Department to pursue any other legal remedies against the Provider.

11. GOVERNMENTAL REQUIREMENTS: The Provider shall comply with all applicable governmental ordinances, laws, and regulations.

12. GOVERNING LAW: This Agreement shall be governed by, interpreted, and enforced in accordance with the laws, statutes, and regulations of the State of Maine, without regard to conflicts of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods and of the Uniform Computer Information Transactions Act shall not apply to this Agreement. Any legal proceeding against the Department regarding this Agreement shall be brought in the State of Maine in a court of competent jurisdiction.

13. STATE HELD HARMLESS: The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

14. LIMITATION OF LIABILITY: The Provider's liability to the Department, for damages sustained by the Department, as the result of Provider's default, or acts, or omissions, in the performance of

work under this Agreement, whether such damages arise out of breach, negligence, misrepresentation, or otherwise, shall be the greater of any actual direct damages, up to the limits of the insurance required herein, or three times the value of the Product or Service that is the subject of this Agreement, up to a maximum of \$25,000,000, but not less than \$400,000.

For instance, if this Agreement is valued at \$15,000,000, then the Provider's liability is up to \$25,000,000. But if this Agreement is valued at \$100,000, then the Provider's liability is no greater than \$400,000.

Notwithstanding the above, Provider shall not be liable to the Department for any indirect or consequential damages not covered by any of the insurances required herein.

15. NOTICE OF CLAIMS: The Provider shall give the Agreement Administrator immediate notice in writing of any legal action or suit filed related in any way to this Agreement, or which may affect the performance of duties under this Agreement, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Agreement, or which may affect the performance of duties under this Agreement.

16. APPROVAL: This Agreement must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid enforceable document.

17. INSURANCE REQUIREMENTS: The Provider shall procure and maintain insurance against claims for injuries to persons, or damages to property, which may arise from, or in connection to, the fulfillment of this Agreement, by the Provider, its agents, representatives, employees, or Subcontractors. The insurance shall be secured by the Provider, at the Provider's expense, and maintained in force, at all times during the term of this Agreement, and, for any claims-made (as opposed to occurrence-based) policy(ies), for a period of not less than two (2) years thereafter.

1. Minimum Coverage

a) Errors & Omissions, or Professional Liability Insurance, or Insurance by any other name, covering the following:

- A. All acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret) in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;
- B. Network security and privacy risks, including, but not limited to, unauthorized access, failure of security, breach of privacy, wrongful disclosure, collection, or other negligence in the handling of confidential information, related regulatory defense, and penalties in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;
- C. Data breach expenses, in an amount not less than (*see NOTE below and insert the appropriate limit based upon the number of Personally Identifiable Information records*) \$1,000,000, and payable, whether incurred by the Department or the Provider; for and on behalf of the Department, including, but not limited to:
 - C.1) Consumer notification, whether or not required by law;

- C.2) Forensic investigations;
- C.3) Public relations and crisis management fees; and
- C.4) Credit or identity monitoring, or similar remediation services.

The policy shall affirm coverage for contingent bodily injury and property damage arising from the failure of the Provider’s technology services, or an error, or omission, in the content of, and information from, the Provider. If a sub-limit applies to any element of the coverage, the certificate of insurance must specify the coverage section and the amount of the sub-limit.

NOTE: *Personally Identifiable Information (PII) is information that can be used to identify a single person, such as name, social security number, date and place of birth, mother's maiden name, driver's license, biometrics, etc. Maine State law also has a more specific definition in 10 M.R.S. §1347(6). The Data Breach component of the Insurance (per occurrence) is pegged to the number of PII records that are the subject of this Agreement.*

Number of PII Records	Insurance per Occurrence
<i>1 through 3,000</i>	<i>\$400,000</i>
<i>3,001 through 100,000</i>	<i>\$1,000,000</i>
<i>100,001 through 1,000,000</i>	<i>\$5,000,000</i>
<i>Greater than 1,000,000</i>	<i>\$10,000,000</i>

- b) Workers’ Compensation and employer’s liability, as required by law;
 - c) Property (including contents coverage for all records maintained pursuant to this Agreement): \$1,000,000 per occurrence;
 - d) Automotive Liability of not less than \$400,000 per occurrence single limit if the Provider will use vehicles to fulfill the contract;
 - e) Crime, in an amount not less than \$1,000,000, *(The total monetary amount potentially at risk due to this contract; or Cash Currency and Negotiable Securities actually entrusted to this Provider);* and
 - f) Business Interruption, in an amount that would allow the Provider to maintain operations in the event of a Property loss.
2. **Other Provisions** - Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:
- a) The Provider’s insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
 - b) The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - c) The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a

person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Agreement commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.

- d) All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.
- e) The Department will not grant the Provider, or any sub-contractor of the Provider, "Additional Insured" status and the Department will not grant any Provider a "Waiver of Subrogation".

18. NON-APPROPRIATION: Notwithstanding any other provision of this Agreement, if the Department does not receive sufficient funds to pay for the work to be performed under this Agreement, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, or the federal government (if applicable), then the State is not obligated to make payment under this Agreement.

19. SEVERABILITY: The invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the remainder of said provision, or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

20. INTEGRATION: In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

- Rider C Exceptions to Rider B
- Rider B-IT Terms and Conditions
- Rider A Scope of Work
- Rider E – Master Agreement with Sourcewell, contract 031924-USC
- Rider G Identification of Country in which contracted work will be performed
- ATTACHMENT A: Confidentiality and Non-Disclosure Agreement

21. FORCE MAJEURE: Either party may be excused from the performance of an obligation under this Agreement in the event that performance of that obligation by a party is prevented by an act of God, act of war, riot, fire, explosion, flood, or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, strike or labor dispute, provided that any such event, and the delay caused thereby, is beyond the control of, and could not reasonably be avoided by that party. Upon the occurrence of an event of force majeure, the time period for performance of the obligation excused under this section shall be extended by the period of the excused delay, together with a reasonable period, to reinstate compliance with the terms of this Agreement.

22. SET-OFF RIGHTS: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement, up to any amounts due and owing to the State with regard to this Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this

Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

23. INTERPRETATION OF THE AGREEMENT:

1. Reliance on Policy Determinations - The Department shall determine all program policy. The Provider may, from time to time, request the Department to make policy determinations, or to issue operating guidelines required for the proper performance of this Agreement, and the Agreement Administrator shall respond in writing in a timely manner. The Provider shall be entitled to rely upon, and act in accordance with, such written policy determinations and operating guidelines, unless subsequently amended, modified, or changed in writing by the Department, and shall incur no liability in doing so unless the Provider acts negligently, maliciously, fraudulently, or in bad faith. Nothing contained in this Agreement, or in any agreement, determination, operating guideline, or other communication from the Department shall relieve the Provider of its obligation to keep itself informed of applicable State and Federal laws, regulations, policies, procedure, and guidelines, to be in complete compliance and conformity therewith.
2. Titles Not Controlling - Titles of sections and paragraphs used in this Agreement are for the purpose of facilitating ease of reference only and shall not be construed to imply a contractual construction of the language.
3. No Rule of Construction - This is a negotiated Agreement and no rule of construction shall apply that construes ambiguous or unclear language in favor of or against any party.

24. PERIOD OF WORK: Work under this Agreement shall begin no sooner than the date on which this Agreement has been fully executed by the parties and approved by the Controller and the State Purchases Review Committee. Unless terminated earlier, this Agreement shall expire on the date set out on the first page of this Agreement, or at the completion and acceptance of all specified tasks, and delivery of all contracted products and services as defined in this Agreement, including performance of any warranty and/or maintenance agreements, whichever is the later date.

25. NOTICES: All notices under this Agreement shall be deemed duly given: 1) upon delivery, if delivered by hand against receipt, or 2) five (5) business days following posting, if sent by registered or certified mail, return receipt requested. Either party may change its address for notification purposes by giving written notice of the change and setting forth the new address and an effective date.

26. ADVERTISING AND PUBLICATIONS: The Provider shall not publish any statement, news release, or advertisement pertaining to this Agreement without the prior written approval of the Agreement Administrator. Should this Agreement be funded, in whole or in part, by Federal funds, then in compliance with the Steven's Amendment, it will be clearly stated when issuing statements, press releases, requests for proposals, bid solicitations, and other documents: (1) the

percentage of the total cost that was financed with Federal moneys; and (2) the dollar amount of Federal funds.

27. CONFLICT OF INTEREST: The Provider certifies that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the performance of this Agreement, no person having any such known interests shall be employed.

28. LOBBYING:

1. Public Funds - No Federal or State-appropriated funds shall be expended by the Provider for influencing, or attempting to influence, an officer or employee of any agency, a member of Congress or State Legislature, an officer or employee of Congress or State Legislature, or an employee of a member of Congress or State Legislature, in connection with any of the following covered actions: the awarding of any agreement; the making of any grant; the entering into of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any agreement, grant, or cooperative agreement. Signing this Agreement fulfills the requirement that Providers receiving over \$100,000 in Federal or State funds file with the Department on this provision.
2. Federal Certification - Section 1352 of Title 31 of the US Code requires that funds appropriated to a Federal agency be subject to a requirement that any Federal Provider or grantee (such as the Department) certifies that no Federal funds will be used to lobby or influence a Federal officer or member of Congress.

The certification the Department has been required to sign provides that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall verify and disclose accordingly. The certification also requires the completion of Federal lobbying reports and the imposition of a civil penalty of \$10,000 to \$100,000 for failing to make a required report. As a sub-recipient, the Provider understands and agrees to the Federal requirements for certification and disclosure.

3. Other Funds - If any non-Federal or State funds have been or will be paid to any person in connection with any of the covered actions in this section, the Provider shall complete and submit a "Disclosure of Lobbying Activities" form to the Department.

29. PROVIDER PERSONNEL:

1. The parties recognize that the primary value of the Provider to the Department derives directly from its Key Personnel assigned in the performance of this Agreement. Key Personnel are deemed to be those individuals whose résumés were offered by the Provider in the Proposal. Therefore, the parties agree that said Key Personnel shall be assigned in accordance with the time frames in the most recent mutually agreed upon project schedule and work plan, and that no re-deployment or replacement of any Key Personnel may be made without the prior written consent of the Agreement Administrator. Replacement of

such personnel, if approved, shall be with personnel of equal or greater abilities and qualifications.

2. The Department shall retain the right to reject any of the Provider's employees whose abilities and qualifications, in the Department's judgment, are not appropriate for the performance of this Agreement. In considering the Provider's employees' abilities and qualifications, the Department shall act reasonably and in good faith.
3. During the course of this Agreement, the Department reserves the right to require the Provider to reassign or otherwise remove any of its employees found unacceptable by the Department. In considering the Provider's employees' acceptability, the Department shall act reasonably and in good faith.
4. In signing this Agreement, the Provider certifies to the best of its knowledge and belief that it, and all persons associated with this Agreement, including any Subcontractors, including persons or corporations who have critical influence on or control over this Agreement, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal or State department or agency.
5. During the course of this Agreement, the Department reserves the right to require a background check on any of the Provider's personnel (employees and Subcontractors) that are in any way involved in the performance of this Agreement.

30. STATE PROPERTY: The Provider shall be responsible for the proper custody and care of any Department or State-owned property furnished for the Provider's use in connection with the performance of this Agreement, and the Provider will reimburse the Department for its loss or damage, normal wear and tear excepted.

31. PATENT, COPYRIGHT, AND OTHER PROPRIETARY RIGHTS:

1. The Provider certifies that all services, equipment, software, supplies, and any other products provided under this Agreement do not, and will not, infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any claim by a third party against the Department, the Department shall promptly notify the Provider and the Provider, at its expense, shall defend, indemnify, and hold harmless the Department against any loss, cost, expense, or liability arising out of such claim, including reasonable attorney fees.
2. The Provider may not publish or copyright any data without the prior approval of the Department. The State and the Federal Government, if applicable, shall have the right to publish, duplicate, use, and disclose all such data in any manner, and for any purpose whatsoever, and may authorize others to do so.

32. PRODUCT WARRANTY: The Provider expressly warrants its products and services for one full year from their final written acceptance by the Department. The responsibility of the Provider with respect to this warranty is limited to correcting deficiencies in any deliverable using all the diligence and dispatch at its command, at no additional cost to the Department. The Provider is also responsible for correcting and/or updating any documentation affected by any operational support performed under this warranty provision.

33. OPPORTUNITY TO CURE: The Agreement Administrator may notify the Provider in writing about the Department's concerns regarding the quality or timeliness of a deliverable. Within five (5) business days of receipt of such a notice, the Provider shall submit a corrective action plan, which may include the commitment of additional Provider resources, to remedy the deliverable to the satisfaction of the Agreement Administrator, without affecting other project schedules. The Department's exercise of its rights under this provision shall not be construed as a waiver of the Department's right to terminate this Agreement pursuant to Section 10, Termination.

34. COVER: If, in the reasonable judgment of the Agreement Administrator, a breach or default by the Provider is not so substantial as to require termination, and reasonable efforts to induce the Provider to cure the breach or default are unavailing, and the breach or default is capable of being cured by the Department or by another contractor without unduly interfering with the continued performance by the Provider, then the Department may provide or procure the services necessary to cure the breach or default, in which event the Department shall withhold from future payments to the Provider the reasonable costs of such services.

35. CONFIDENTIALITY:

1. All materials and information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be regarded as confidential information.
2. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Agreement.
3. In the event of a breach of this confidentiality provision, the Provider shall notify the Agreement Administrator immediately.
4. The Provider shall comply with the Maine Public Law, Title 10, Chapter 210-B (Notice of Risk to Personal Data Act).

36. OWNERSHIP:

1. All data (including Geographical Information Systems data), notebooks, plans, working papers and other works produced, and equipment and products purchased in the performance of this Agreement are the property of the Department, or the joint property of the Department and the Federal Government, if Federal funds are involved. The State (and the Federal Government, if Federal funds are involved) shall have unlimited rights to use, disclose, duplicate, or publish for any purpose whatsoever all information and data developed, derived, documented, or furnished by the Provider under this Agreement, or equipment and products purchased pursuant to this Agreement. The Provider shall furnish

such information and data, upon the request of the Department, in accordance with applicable Federal and State laws.

2. Upon termination of this Agreement for any reason, or upon request of the Department, the Provider agrees to convey to the Department good titles to purchased items free and clear of all liens, pledges, mortgages, encumbrances, or other security interests.

37. CUSTOM SOFTWARE: For all custom software furnished by the Provider as part of this agreement, the following terms and conditions shall apply:

1. The Department shall own all custom software. The Department shall grant all appropriate Federal and State agencies a royalty-free, non-exclusive, and irrevocable license to reproduce, modify, publish, or otherwise use, and to authorize others to do so, all custom software. Such custom software shall include, but not be limited to, all source, object and executable code, operating system instructions for execution, data files, user and operational/administrative documentation, and all associated administrative, maintenance, and test software that are relevant to this Agreement.
2. A fundamental obligation of the Provider is the delivery to the Department of all ownership rights to the complete system, free of any claim or retention of rights thereto by the Provider. The Provider acknowledges that this system shall henceforth remain the sole and exclusive property of the Department, and the Provider shall not use or describe such software and materials without the written permission of the Department. This obligation to transfer all ownership rights to the Department on the part of the Provider is not subject to any limitation in any respect.

38. OFF-THE-SHELF (OTS) SOFTWARE: For all OTS software purchased by the Provider as part of this Agreement, the following terms and conditions shall apply.

1. This Agreement grants to the Department a non-exclusive and non-transferable license to use the OTS software and related documentation for its business purposes. The Department agrees that the Provider may, at its own expense, periodically inspect the computer site in order to audit the OTS software supplied by the Provider, installed at the Department's site, at mutually agreed upon times. In the event that a separate license agreement accompanies the OTS software, then the terms of that separate license agreement supersede the above license granted for that OTS software.
2. This Agreement does not transfer to the Department the title to any intellectual property contained in any OTS software. The Department will not decompile or disassemble any OTS software provided under this Agreement, or modify any OTS software that bears the copyright notice of a third party. The Department will make and maintain no more than one archival copy (for back-up purpose) of each OTS software, and each copy will contain all legends and notices, and will be subject to the same conditions and restrictions as the original.
3. If the CPU on which any OTS software is licensed becomes temporarily unavailable, use of such OTS software may be temporarily transferred to an alternative CPU until the original CPU becomes available.

39. SOFTWARE AS SERVICE: When the software is fully owned, hosted, and operated by the Provider, and the Department uses said software remotely over the Internet, the following terms and conditions shall apply:

1. The Provider, as depositor, shall enter into an escrow contract, upon terms acceptable to the Department, with a recognized software Escrow Agent. The escrow contract must provide for the Department to be an additional party/beneficiary. The Provider shall deposit with the Escrow Agent the software, all relevant documentation, and all of the Department's data, and all updates thereof (the "Deposit Materials"), in electronic format. Deposits will occur no less frequently than once a month.
2. The escrow contract shall provide for the retention, administration, and controlled access of the Deposit Materials, and the release of the Deposit Materials to the Department, upon receipt of a joint written instruction from the Department and the Provider, or upon receipt of written notice from the Department that:
 - a) The Provider has failed to carry out its obligations set forth in the this Agreement; or
 - b) A final, non-appealable judicial determination that the Provider has failed to continue to do business in the ordinary course; or
 - c) The Provider has filed a voluntary petition in bankruptcy, or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, or becomes subject to an involuntary petition in bankruptcy, which petition or proceeding is not dismissed or unstayed within sixty (60) days from the date of filing; or
 - d) The Provider is in material breach of its maintenance and support obligations and has failed to cure such breach within thirty (30) days from the date of receipt by the Provider of written notice of such breach; or
 - e) A condition has occurred that materially and adversely impacts the Provider's ability to support the software and the Provider has failed to cure such condition within thirty (30) days from the date of receipt by the Provider of written notice of such condition.
3. The Provider is responsible for all fees to be paid to the Escrow Agent.
4. The Escrow Agent may resign by providing advance written notice to both the Department and the Provider at least thirty (30) calendar days prior to the date of resignation. In such an event, it is the obligation of the Provider to establish a new escrow account with a new Escrow Agent.

40. PRICE PROTECTION:

1. The Provider shall ensure that all prices, terms, and warranties included in this Agreement are comparable to, or better than, the equivalent terms being offered by the Provider to any present customer meeting the same qualifications or requirements as the Department. If, during the term of this Agreement, the Provider enters into agreement(s) that provide more favorable terms to other comparable customer(s), the Provider shall provide the same terms to the Department.

2. If Federal funding is used for the acquisition of products and/or services under this Agreement, interest cannot be paid under any installment purchase or lease-purchase agreement entered into as a part of this Agreement.

41. IRREVOCABLE LETTER OF CREDIT: In order to assure the Provider's faithful adherence to the terms and conditions of this Agreement, the Provider shall submit an irrevocable letter of credit, acceptable to the Department, that is payable on demand. This letter of credit will be procured at the expense of the Provider, naming the Department as the beneficiary, in the entire Agreement amount. In lieu of this requirement, the Department will accept a commitment letter from a recognized financial institution or investment fund stating that the Provider has sufficient capital to fund the obligations, and has legally committed such capital to fund the obligations, in accordance with this Agreement. The letter of credit, or the equivalent commitment letter, shall specifically refer to this Agreement, and shall bind the parties to all the terms and conditions of this Agreement. The Provider shall have fifteen (15) calendar days from the date of execution of this Agreement to furnish the letter of credit or the equivalent commitment letter. Should the Provider fail to comply with this section, then the Department shall have the right to terminate this Agreement without liability.

42. ENTIRE AGREEMENT: This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to this Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this Agreement, or to exercise an option or election under this Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option, or election, but the same shall continue in full force and effect. Use of one remedy shall not waive the Department's right to use other remedies. Failure of the Department to use a particular remedy for any breach shall not be deemed as a waiver for any subsequent breach. No waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedies under this Agreement.

43. CYBERSECURITY AND PROHIBITED TECHNOLOGIES: Through the execution of this Contract, the Provider certifies that the aforementioned organization, its principals and any subcontractors named in this Contract:

1. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, Title 5 MRSA §2021 (3); and
2. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, Title 5 MRSA §2030-B.

Contracts entered into by a state agency in violation of 5 M.R.S. §2030-B are void. A person who executes this contract in violation of this section commits a civil violation for which a fine may be

adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, Title 5 MRSA §2030-A.

RIDER C: EXCEPTIONS TO RIDER B-IT

The Parties agree that the following exceptions to **Method of Payment and Other Provisions** ("Rider B-IT") are hereby accepted and incorporated into the Agreement:

A. Rider B-IT, Section 14. LIMITATION OF LIABILITY is hereby amended as follows:

14. LIMITATION OF LIABILITY: The Provider's liability to the Department, for damages sustained by the Department, as the result of Provider's default, or acts, or omissions, in the performance of work under this Agreement, whether such damages arise out of breach, negligence, misrepresentation, or otherwise, shall be the greater of any actual direct damages, up to the limits of the insurance required herein or three times the value of the Product or Service that is the subject of this Agreement, up to a maximum of \$~~25~~²,000,000, but not less than \$400,000

For instance, if this Agreement is valued at \$15,000,000, then the Provider's liability is up to \$~~25~~²,000,000. But if this Agreement is valued at \$100,000, then the Provider's liability is no greater than \$400,000. Notwithstanding the above, Provider shall not be liable to the Department for any indirect, or consequential damages not covered by any of the insurances required herein.

RIDER E: MASTER AGREEMENT WITH STATE OF MINNESOTA

**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 Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

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

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell 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 Sourcwell 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;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell 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 Sourcwell, the Supplier will pay an administrative fee to Sourcwell 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
C0FD2A139D06489...

DocuSigned by:
Christopher White
48D7D5509F2948D...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

By: _____
Christopher White
Title: Senior Director of Sales Operations and Enablement

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

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

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 *
	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	USCG Services, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	USCG does not have any subsidiary companies whose equipment, products, or services are included in the Proposal. Additionally, USCG 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, USCG and TDS share certain back-office functions.
3	Identify all applicable assumed names or OBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	UScellular Corporation
8	Provide your CAGE code or Unique Entity Identifier (SAM):	6WNA7
	Proposer Physical Address:	8410 W Bryn Mawr Ave Chicago, IL 60631-3486
	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
	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 (USCG) 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 USCG, 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, USCG 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: USCG 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. USCG 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 USCG is known for, ultimately contributing to their success and satisfaction.</p> <p>USCG 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 04 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?	USCG, 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 USCG, 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. USCG 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?	USCG 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, USCG 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 USCG wireless spectrum licenses for which it applied for renewal since 1995 have been renewed. USCG expects to continue to meet the criteria of the FCC's license renewal process. USCG 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.
L	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	USCG 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: 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.
	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 Sourcewell 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.	USCG 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.	USCG 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 USCG footprint with seamless connectivity and support.
28	Service force.	At USCG 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. 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 Sa/Sun 9:00 AM-6:00 PM local time. For IoT and First Responder service, we offer 24/7/365 service line. At USCG, 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. USCG's robust service force is strategically positioned and comprehensively trained to support the varied needs of Sourcewell participating entities.

<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>USCG 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 USCG: 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: USCG: 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. Distributors/Dealers: Act as extensions of USCG, 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>
<p>30</p>	<p>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>	<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, USCG 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 USCG 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, USCG 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>USCG 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, USCG 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, USCG 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, USCG 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, USCG is ready and willing to assist.</p> <p>Commitment to Excellence: Our pledge to deliver exceptional quality and service is steadfast. USCG 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>USCG 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: USCG 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 USCG. 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>USCG 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 USCG 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 USCG 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>USCG 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>USCG 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. USCG will employ a variety of marketing strategies to promote the Sourcewell agreement, such as:</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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> <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 USCG 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: USCG 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 USCG 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, USCG 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: USCG 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>USCG 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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<p>40</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>As part of our service offerings, we are committed to ensuring that Sourcewell participating entities are equipped with the knowledge and skills necessary to maximize the benefits of our products and services. To achieve this, we offer personalized onsite or virtual support as needed, coupled with training programs.</p> <p>Whether onsite or virtual, our training and implementation team works to meet the specific needs and requirements of each entity, ensuring relevance and effectiveness.</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 Sourcewell participating entities with the tools and knowledge needed to succeed in today's digital landscape.</p>
<p>41</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<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> <p>5G Technology Deployment: The deployment of 5G technology by USCG 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.</p> <p>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.</p> <p>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.</p> <p>VoL TE (Voice over LTE): With VoL TE technology, USCG 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.</p> <p>Advanced Security Protocols: Recognizing the sensitive nature of governmental communications, USCG enforces stringent security protocols to safeguard data integrity and confidentiality, underpinning our commitment to upholding the trust and security of public sector communications.</p> <p>Through these technologies, particularly our tailored IoT solutions, USCG 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>USCG 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>USCG - Brookfield</td> <td>0.65</td> <td>Gold</td> </tr> <tr> <td>USCG - Cedar Rapids</td> <td>0.65</td> <td>Gold</td> </tr> <tr> <td>USCG- Knoxville</td> <td>0.71</td> <td>Gold</td> </tr> <tr> <td>USCG- Madison</td> <td>0.67</td> <td>Gold</td> </tr> <tr> <td>USCG- South Portland</td> <td>0.65</td> <td>Gold</td> </tr> <tr> <td>USCG- Tulsa Engineering</td> <td>0.57</td> <td>Silver</td> </tr> <tr> <td>USCG Engineering/IS Facility (Schaumburg)</td> <td>0.62</td> <td>Silver</td> </tr> <tr> <td>USCG 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>	USCG - Brookfield	0.65	Gold	USCG - Cedar Rapids	0.65	Gold	USCG- Knoxville	0.71	Gold	USCG- Madison	0.67	Gold	USCG- South Portland	0.65	Gold	USCG- Tulsa Engineering	0.57	Silver	USCG Engineering/IS Facility (Schaumburg)	0.62	Silver	USCG Operations Support Center (Chicago)	0.62	Gold
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USCG - Cedar Rapids	0.65	Gold																								
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USCG- South Portland	0.65	Gold																								
USCG- Tulsa Engineering	0.57	Silver																								
USCG Engineering/IS Facility (Schaumburg)	0.62	Silver																								
USCG 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>USCG nor our hub partners hold diverse-owned certifications.</p> <p>While USCG 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>USCG 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: USCG 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, USCG 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: USCG 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, USCG'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: USCG 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: USCG'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>USCG'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

Line Item	Question	Response*
46	<p>Do your warranties cover all products, parts, and labor?</p>	<p>At USCG, 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, USCG 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 USCG, 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?	USCG 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 USCG 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 USCG.
52	Describe any service contract options for the items included in your proposal.	<p>At USCG, 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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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 USCG but handled by our account team, for example a refurbished device from one of our partners.</p>

Table 98: 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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<p>53</p>	<p>Describe any performance standards or guarantees that apply to your services</p>	<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 USCG does not make a practice of blocking any valid customer calls. USCG strives to provide the best possible service to our customers at all times. Network events and outages do occur and USCG 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. USCG applies enterprise level service and system monitoring. This includes KPI level monitoring of all core services across our network. USCG 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 USCG becomes aware of an issue or customers may request call forwarding of an existing MON 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: USCG 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 Availability of Network Performance Statistics is dependent upon the subscribed services. USCG 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 USCG continuously monitors its' network elements to ensure they are not suffering from congestion issues. USCG 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>
<p>54</p>	<p>Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)</p>	<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		
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: Service Order Form (Business/Government Customer): This document serves as an agreement between the customer and USCG 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 (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, USCG 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.	<p>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.</p> <p>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.</p>
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.	<p>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).</p> <p>These discounts underscore our commitment to offering competitive pricing while ensuring access to high-quality products and services tailored to meet the diverse needs of our customers. Our transparent and structured pricing approach enables Sourcewell entities to make informed decisions and maximize the benefits of their procurement investments.</p>
61	Describe any quantity or volume discounts or rebate programs that you offer.	<p>USCC's pricing proposal represents significant discounts aimed at providing exceptional value to Sourcewell participating entities. (As stated in Question #60)</p> <p>For eligible rate plans and accessories, we offer a percentage discount applied to Monthly Recurring Charges (MRC), ranging from 10% to 50%. Additionally, for eligible equipment, our discounts are reflected in subsidy amounts ranging from \$300 to \$600, applied to the Manufacturer's Suggested Retail Price (MSRP).</p> <p>Following the verification of sales transactions, our system calculates the administrative fee, set at 1% admin fee of all monthly reoccurring voice and data service charges. This calculation is then reviewed by our contract administration team, which is responsible for the extraction and remittance of the administrative fee to Sourcewell. (The process is described further in Question #68)</p>
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.	<p>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.</p> <p>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.</p> <p>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.</p>

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>
II	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 USCG 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, USCG 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 USCG offers via GPOs or other state purchasing agreements.

Table 13: Audit and Administrative Fee

Line Item	Question	Response*
68	<p>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>	<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	<p>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>	<p>USCG 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	<p>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>	<p>USCG 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, USCG 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	
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>USCG is pleased to provide Sourcewell members with a broad and comprehensive set of equipment, products, solutions and services. USCG offers a numerous product covering:</p> <ul style="list-style-type: none"> Wireless Data Services Devices Accessories Packaged Solutions 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>USCG 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	USCG 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	USCG 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), Vol TE, 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, USCG does not offer specific plan packages for users based in Canada. However, for USCG 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 USCG. 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: USCG 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 USCG passes through to you any warranties available from its suppliers, to the extent that USCG 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 USCG, 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 USCG for purposes of confirming whether such equipment will work on USCG networks. If you attempt to use equipment which is not approved in writing by USCG, you are responsible for determining whether such device works on the USCG network by visiting https://www.uscellular.com/phones/bring-your-own-device. USCG is not responsible for any equipment which you provide. USCG 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. 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. 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. 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 USCG 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. USCG 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. USCG 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. 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. 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 USCG terminates pursuant to this Section 10(b), you will still be responsible for any and all ETFs. In addition, USCG 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 USCG to terminate Service immediately and all ETFs will apply.

Early Termination by USCG. In addition to Section 11(b), USCG 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). USCG 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 USCG 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 USCG 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 USCG 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) USCG has the right to recover any amounts due to USCG, including any ETF; (ii) you shall pay all amounts due hereunder to USCG; (iii) you shall return any Equipment that requires returning, and (iv) USCG shall cease to provide Service hereunder.

Upon expiration or termination of a Service Order 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 commitment, 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:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - USCG Price.zip - Thursday March 14, 2024 16:34:40
- [Financial Strength 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.

P' 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.

r **Yes** *r.* **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		2
Addendum_6_Wireless_Voice_and_Data_RFP_031924 Mon February 19 2024 02:13 PM	P'	
Addendum_5_Wireless_Voice_and_Data_RFP_031924 Fri February 2 2024 03:15 PM	P'	2
Addendum_4_Wireless_Voice_and_Data_RFP_031924 Thu February 1 2024 10:16 AM	P'	2
Addendum_3_Wireless_Voice_and_Data_RFP_031924 Thu January 25 2024 03:45 PM	P'	2
Addendum_2_Wireless_Voice_and_Data_RFP_031924 Fri January 19 2024 12:56 PM	P'	
Addendum_1_Wireless_Voice_and_Data_RFP_031924 Thu January 18 2024 03:41 PM	P'	

RIDER G: Debarment, Performance, and Non-Collusion Certification

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:

 - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.**
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- Failure to provide this certification may result in the disqualification of the Bidder’s proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name:	Title:
Authorized Signature:	Date:

RIDER H: IDENTIFICATION OF COUNTRY IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

United States. Please identify state: Enter State

Other. Please identify country: Enter Country

Notification of Changes to the Information:

The Provider agrees to notify the Division of Procurement Services of any changes to the information provided above.

ATTACHMENT A: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

RFP / CONTRACT #:

THIS AGREEMENT is hereby executed between the State of Maine (“State”), acting by and through the Maine Office of Information Technology (“OIT”) and [insert Vendor’s legal name] having a principal place of business at [insert Vendor’s legal address] (“Vendor”), in relation to services and/or products to be provided by the vendor pursuant to [insert Contract No.] (“Contract”) as of _____, 20____ (“Effective Date”).

2. Definitions

A. Authorized Person

“Authorized Person” is defined as a person authorized by OIT as having a need to receive, possess, store, access, view and/or use Confidential Information for an Authorized Use.

B. Authorized Use

“Authorized Use” is defined as the use of Confidential Information by the Vendor or Authorized Persons, solely for the purpose of performing the Contract. Disclosure, display, use, duplication, storage or transmittal of Confidential Information, in any form, for any purpose other than that set forth in the Contract, including extrapolation or retention of summary information, data or business processes, even if without specific identifiers, shall be deemed an “unauthorized use.”

C. Confidential Information

“Confidential Information” shall mean any information that OIT or the State, regardless of form or medium of disclosure (e.g., verbal, observed, hard copy, or electronic) or source of information (e.g., OIT, other state agencies, state employees, electronic systems, or third-party contractors) provides to Vendor, or which Vendor obtains, discovers, derives or otherwise becomes aware of as a result of Vendor’s performance of the Contract. It includes any sensitive information that may be protected from disclosure pursuant to a federal or state statutory or regulatory scheme intended to protect that information, or pursuant to an order, resolution or determination of a court or administrative board or other administrative body. In addition, information concerning OIT’s information technology infrastructure, systems and software and procedures will be considered Confidential Information. It also includes a Vendor’s Service Organization Control audit report (SOC 2 Type 2) when submitted upon request to OIT and labeled as confidential.

Confidential Information shall not include information which the Vendor can clearly demonstrate to OIT’s reasonable satisfaction is:

- (a) information that is previously rightfully known to the Vendor on a non-confidential basis without restriction on disclosure;
- (b) information that is or becomes, from no act or failure to act on the part of the Vendor, generally known in the relevant industry or in the public domain; and

(c) information that is independently developed by Vendor without the use of Confidential Information.

At all times the State shall be the owner of any and all Confidential Information.

D. Services

“Services” is defined as the services to be performed by the Vendor in connection with the operation or management of the Contract.

E. Vendor

“Vendor” is defined to include the Vendor and the Vendor’s respective employees, agents and subcontractors assigned by Vendor and approved by the State to perform obligations under the Contract (all of the foregoing collectively referred to as “Representatives”).

3. Duty to Protect Confidential Information; Reporting Requirements

In consideration for the ability to perform the Services, the Vendor shall hold all Confidential Information in confidence and protect that Confidential Information with the same standard of care required to keep its own similar information confidential. The Vendor must abide by all commercially reasonable administrative, physical, and technical standards for maintaining this information confidential, which must be in accordance with standards established by the National Institute of Standards and Technology (“NIST”). In addition, the Vendor must safeguard all Confidential Information from unauthorized access, loss, theft, destruction, and the like. The Vendor may not, without prior consent from OIT, disclose any Confidential Information to any person for any reason at any time; provided, however it is understood that the Vendor may disclose Confidential Information to its Representatives and its business, financial and legal advisors who require the Confidential Information for the purpose of evaluating or performing the Services on the condition that, prior to such disclosure, the Representatives and advisers have been advised of the confidential and non-public nature of the Confidential Information and are subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Agreement. The Vendor shall be responsible for any breach of this Agreement by any of the Vendor’s Representatives or advisors.

The Vendor shall promptly report any activities by any individual or entity that the Vendor suspects may compromise the availability, integrity, security, or privacy of any Confidential Information. The Vendor shall notify OIT immediately upon becoming aware that Confidential Information is in the possession of, or has been disclosed to, an unauthorized person or entity.

4. Discovery and Notification of Breach of Confidential Information

In addition to the requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, in the event of a breach of security or suspected security incident, intrusion, unauthorized use or disclosure involving Confidential Information, the Vendor shall notify OIT by telephone call (207-624-7700) and email to the OIT information security team (Security.Infrastructure@maine.gov) within the following timeframes:

- A. Upon the discovery of a breach of security or suspected security incident involving Confidential Information in electronic, or any other medium if the information was, or is reasonably believed to have been, acquired by an unauthorized person; or

- B. Within twenty-four (24) hours of the discovery of any suspected security incident, intrusion, unauthorized use or disclosure of Confidential Information in violation of this Agreement, or potential loss of Confidential Information affecting this Agreement.

Notification shall also be provided to the OIT Contract Manager and the OIT Information Security Officer. The Vendor shall provide a written report of all information known at the time. The Vendor shall take:

- A. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- B. Any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

5. Written Report

In addition to the report required above, the Vendor shall provide a written report of the investigation to the OIT Chief Information Security Officer within ten (10) working days of the discovery of the breach of security or suspected security incident, or unauthorized use or disclosure involving Confidential Information. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

6. Notification to individuals.

The Vendor shall notify individuals of the breach or unauthorized use or disclosure of Confidential Information when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. Any notification provided must first be approved by the OIT Chief Information Security Officer, who shall approve the time, manner and content of any such notifications prior to their release.

7. Use Restriction

Vendor shall not receive, possess, store, access, view and/or use Confidential Information for any purpose other than an Authorized Use. Vendor shall not permit unauthorized persons or entities to gain access to Confidential Information and shall not divulge methods of accessing Confidential Information to unauthorized persons.

8. Security Obligations

The Vendor agrees to comply with the following security obligations as well as any other such obligations specified in the contract, including requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, or conveyed to him/her during the course of the Agreement. The Vendor agrees to comply with the following security obligations:

- A. Implement administrative, physical and technical safeguards in accordance with NIST standards that reasonably and appropriately protect the confidentiality, integrity and availability of any Confidential Information that is created, received, maintained, used, possessed, stored, accessed, viewed and/or transmitted on behalf of OIT or through OIT or any agency, instrumentality or political subdivision of the State of Maine Government;
- B. Unless otherwise authorized by OIT, Confidential Information may NOT be stored on personal (non-State) computing or other electronic or mobile storage devices or taken or removed in any form from OIT or the State;
- C. Vendor shall comply with all applicable federal and state laws governing confidentiality and/or

privacy of information;

- D. Vendor shall comply with all applicable OIT policies and procedures including but not limited to those that provide for accessing, protecting, and preserving State assets;
- E. Access to any and all Confidential Information will be limited to only those authorized persons who need the Information to perform the services required under the Contract;
- F. Obtain fingerprint-based criminal history record checks for all Vendor's employees, agents and subcontractors when requested by OIT pursuant to federal and state statutory and regulatory directives, at the expense of the Vendor;
- G. Vendor shall instruct all personnel having access to Confidential Information about the confidential nature of the Information, the safeguards required to protect the Information, and the sanctions specified in federal and state law for unauthorized disclosure of said Information; and
- H. Vendor shall use only those access rights granted by OIT.

9. Certification by Vendor of Return of Confidential Information, Electronic Information and Tangible Property

Promptly following the written request of OIT, and immediately upon termination of the Services, the Vendor shall return all Confidential Information stored in any format to OIT, or destroy any Confidential Information that Vendor possesses in a format that cannot be returned. Further, Vendor agrees to submit to OIT on Vendor's letterhead a "CERTIFICATION OF RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION, ELECTRONIC INFORMATION, AND TANGIBLE PROPERTY" certifying that all copies of Confidential Information, electronic property and tangible property belonging to the State or OIT have been returned, or if necessary, destroyed using the form provided in Appendix A.

10. Termination

Vendor's Authorized Use of Confidential Information shall terminate automatically upon: (a) breach of this Agreement as determined solely by OIT, (b) completion or termination of Vendor's Services, or, (c) termination of Vendor's Contract, whichever occurs first. Vendor's indemnification, confidentiality, and related assurances and obligations hereunder shall survive termination of the Agreement.

11. Compliance

If Vendor breaches or threatens to breach this Agreement, the State shall have all equitable and legal rights (including the right to obtain injunctive relief and specific performance) to prevent such breach and/or to be fully compensated (including litigation costs and reasonable attorney's fees) for losses or damages resulting from such breach. Vendor acknowledges that compensation for damages may not be sufficient and that injunctive relief to prevent or limit any breach of confidentiality may be the only viable remedy to fully protect the Confidential Information. Vendor shall hold OIT harmless from, and indemnify OIT for any claims, losses, expenses and/or damages arising out of the unauthorized disclosure by the Vendor, its Representatives, or third party partners, of Confidential Information or other unauthorized use of the Confidential Information, including but not limited to, paying the State any costs of enforcing this Agreement, securing appropriate corrective action, returning Information furnished hereunder, as well as any other costs reasonably incurred by the State in enforcing the terms of this Agreement.

12. Governing Law

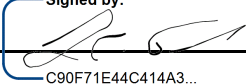
This Agreement shall be governed by and construed in accordance with the laws of the State of Maine. The place of this Agreement, its situs and forum, shall be Kennebec County, Maine, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to this Agreement, to the jurisdiction of the courts of the State of Maine, and stipulates that the State Courts in Kennebec County shall be the proper venue for all matters. If any provision of the Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the other provisions shall remain in full force and effect.

13. Entire Agreement

This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed hereunder and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives effective as of the Effective Date set forth above.

USCC Services, LLC:


By: 
Signed by: C90F71E44C414A3...

Printed: Laurent C. Therival

Title: CEO

Date: 12/23/2024

State of Maine /Office of Information Technology:

By: 
DocuSigned by: ZFU3B0S9A65C496...

Printed: Nathan Willigar

Title: Chief Information Security Officer

Date: 12/26/2024

APPENDIX A TO CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

CERTIFICATION OF RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION, ELECTRONIC INFORMATION, AND TANGIBLE PROPERTY BY VENDOR PURSUANT TO VENDOR CONFIDENTIALITY & NONDISCLOSURE AGREEMENT DATED _

Pursuant to the Vendor Confidentiality and Non-Disclosure Agreement between the State of Maine, acting by and through the Office of Information Technology (“OIT”) and _____ (“Vendor”) dated _____, Vendor acknowledges his/her responsibility to return or destroy all Confidential Information upon termination of the Vendor’s services to OIT. This document certifies that all copies of Confidential Information, electronic property and tangible property belonging to the State of Maine or OIT have been returned, or if necessary, destroyed, as described below:

Description of *returned* Confidential Information, electronic information or tangible property:

Description of *destroyed* Confidential Information, electronic information or tangible property:

Vendor Signature	
Vendor Name	
Date	

ATTACHMENT B: PRICE SHEET

Link to Sourcwell pricing documentation: <https://www.sourcwell-mn.gov/cooperative-purchasing/031924-USC#:~:text=Sourcewell%20contract%20031924-USC%20gives>